

BID REQUIREMENTS

General Trade Requirements (Attachment "E")

SCHEDULE/COORDINATION

- A. Subcontractor/Vendor (hereinafter referred to as "Subcontractor") agrees to perform its Work in accordance with G. E. Johnson Construction Company, Inc.'s (hereinafter referred to as "Contractor") current project schedule, using the earliest of the start and finish dates. The start of each installation activity must be coordinated with the Contractor prior to moving onto the jobsite. Any deviation from the current schedule must be approved by Contractor. It is understood the Construction Schedule may be revised by Contractor with subsequent updated schedules without changing any terms or conditions of the agreement. No additional compensation will be paid for overtime to maintain the schedule.
- B. The date of the beginning and the time for completion of the Work as specified in the Subcontract Agreement or Purchase Order Agreement and Schedule are essential conditions of the agreement.
- C. Upon award of Subcontract or Purchase Order, each Subcontractor shall submit to Contractor a detailed man-loaded schedule showing compliance with Contractor's project schedule dates. The schedule will be updated monthly, at a minimum. Subcontractors will be requested to participate in the schedule updates. Whether present or not, Subcontractors shall adhere to the results of the schedule updates.
- D. Lean Construction – Contractor will at its option employ lean construction principles on this project. Subcontractor shall actively participate in the implementation and use of lean construction principles and Last Planner System on this project. At a minimum, Subcontractor shall (a) attend Last Planner System scheduling meetings in addition to normal weekly Subcontractor coordination meetings, (b) regularly submit Weekly Work Plans, and (c) attend and participate in pull planning sessions as required by Contractor.
- E. Plan of the Day – Contractor will utilize Daily Pre-Task Planning for all trades on the project. Subcontractor shall actively participate in the daily Plan of the Day (POD) process.
- F. Subcontractor understands the phased construction requirements for this job and agrees to cooperate to the fullest extent possible.
- G. Subcontractor acknowledges that more than one move-in of equipment and/or personnel may be required to complete its work, consideration of which is made in Subcontractor's proposal.
- H. Subcontractor agrees to make every effort to allow owner's business to continue in an uninterrupted and safe manner. Subcontractor recognizes a special importance on this project for good housekeeping and for accommodation of non-construction personnel on the site in a safe and reasonable manner.
- I. It is understood the project will have multiple punch lists or deficiency lists consisting of Subcontractor, Contractor, architect, engineer and owner punch lists. Separate punch list mobilizations will be required.

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General Trade Requirements (continued)

- J. On-Site Employee Parking – Employees shall park in areas designated by Contractor.
- K. Housing – It is the responsibility of each Subcontractor to provide housing for its employees.
- L. Layout – Contractor shall establish and maintain necessary reference lines and permanent benchmarks. There shall be not less than two (2) such benchmarks and they will be located in widely separated locations. At each major level, Contractor will provide a north-south and east-west reference line. Each Subcontractor shall be responsible for its survey layout from the established control. Layout as defined in the General Conditions is the Subcontractor's responsibility unless specifically noted otherwise in the agreement exclusions.
- M. Field Offices
1. Contractor shall provide and maintain field offices for Contractor's own use and the occasional use of the owner and architect.
 2. Due to the limited space available, Subcontractors must receive approval from Contractor prior to setting up an on-site office.
- N. Deliveries
Provide Contractor with 48-hours' notice of major deliveries to the jobsite. Unscheduled deliveries may be turned away without any additional cost to Contractor.
- O. Emergency Telephone Number – Subcontractor will provide to Contractor names and emergency telephone numbers for non-working hours.
- P. Quality Control
1. Subcontractor shall be responsible for inspection of substrate prior to installation of this Subcontractor's Work.
 2. Subcontractor is committed to high-quality construction and will strive to accomplish this work on a daily basis without deficiencies. Subcontractor will continuously inspect its work and immediately correct all deficiencies that may have occurred along with all deficiencies found by the Contractor, owner and architect. At the completion of the project, Subcontractor is to immediately correct all punch list deficiencies as noted by Contractor prior to final inspections by the owner and architect and/or engineer. Subcontractor will be responsible for any architect and engineer services cost assessments because of architect and engineer inspections due to Subcontractor's failure to complete deficient work in a complete and timely manner.
 3. Subcontractor shall participate in Contractor's quality program. This includes furnishing compatible "tablets".
- Q. Subcontractor shall provide competent supervision at all times while work is being performed. Contractor has the right to approve and request dismissal of all project supervision. All proposed changes in field supervision by the Subcontractor shall be submitted to Contractor for consent prior to personnel change.
- R. Subcontractor shall visit the site and ascertain conditions under which the Work must be performed, e.g., existing conditions, material handling, storage, security, limiting field dimensions, etc. All Subcontractors are responsible for verification of all existing site conditions. Protection of existing structures and underground utilities are included in Subcontractor's Work.

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General Trade Requirements (continued)

- S. Noise – Subcontractor shall be required to comply with the noise limits established by the existing facility (as applicable) and jurisdictional ordinances and laws.
- T. Working Hours – Working hours on the project shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise directed by or agreed to by Contractor or overtime is required to maintain project schedule. Any trades working other than normal hours shall obtain approval from Contractor's field representative. Any off-hours work is required to have Subcontractor supervision.
- U. Subcontractor's Daily Reports – Subcontractor shall be required to submit a Daily Report to Contractor by 10:00 a.m. the next day. Minimum information included in the Daily Report shall be any safety incidents, manpower (by craft), major equipment on site, listing of completed items, and a listing of any hindrances encountered which caused the Subcontractor to not achieve schedule requirements.
- V. Coordination
 - 1. Subcontractor shall be required to coordinate its Work with the work of other trades. Said coordination shall be performed well in advance of the times for actual installation of this Subcontractor's or the related work of other trades. The requirements of this section are complementary with any requirements defined by the owner, architect, or specific instructions defined by Contractor. No additional monies will be considered for moved and or relocated work due to a failure to coordinate as determined solely by Contractor.
 - 2. Representation – Before and during the critical activity of each Subcontractor's Work, a management person familiar with the scope of work and authorized to make contractual decisions will be required to attend the Subcontractor coordination, schedule, and/or Owner/Architect/Contractor meetings.

CONTRACT

- A. Applicable Laws and Regulations – Subcontractor's attention is called to the fact that all Work under the agreement shall comply with the provision of all state and local laws, building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the Work.
- B. Division 00 – Procurement and Contracting Requirements and Division 01 – General Requirements
- C. Bidder acknowledges that, although the Contract Documents may be incomplete at the time of bidding, the bids must include all items necessary for the proper execution and completion of all work necessary by the Bidder, and in full compliance with all governing codes and regulations. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all. Performance by the Bidder shall be required not only to the extent consistent with the Contract Documents, and reasonably inferable from them as being necessary to produce the intended results, but should the drawings or the specifications disagree in themselves or with each other, the Bidder shall provide the better quality or greater quantity of work and materials unless otherwise directed by written addendum.

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General Trade Requirements (continued)

- D. Bidders represent they have visited the site and are familiar with all existing conditions that affect the Work. Bidders shall employ whatever measures necessary to account for site conditions unless specifically provided by others elsewhere in the Contract Documents.
- E. All accessories and fastening devices required to allow a complete and acceptable installation are included.
- F. Any damages assessed by the Contractor for delays caused by the Subcontractor will be deducted from monies due to Subcontractor.
- G. Subcontractor hereby agrees to require each lower tiered subcontractor, to the extent of the work to be performed by the lower tiered subcontractor, to be bound to this Subcontractor by the terms of the agreement and to assume towards this Subcontractor all the obligations and responsibilities which Subcontractor, by the agreement, assumes towards the Contractor, owner and architect.
- H. It is understood the agreement with the owner contains a liquidated damages clause. If the project is not completed by CPM scheduled end date TBD _____, 20____, liquidated damages in the amount of \$500.00 per calendar day will be assessed to the Contractor. Any damages assessed to the Contractor for delays caused by Subcontractor will be deducted from the monies due Subcontractor.
- I. Taxes – It is understood the owner is exempt from paying any state Sales and Use taxes on materials, supplies, and equipment installed in the Work. Subcontractor will be required to submit all material and equipment invoices, separate from labor and miscellaneous tools/equipment to Contractor to submit to the City of Norman for direct payment. All invoices shall be tax free.
- J. Cutting and Patching – All cutting, patching and repair of any materials or other work necessary, as required, for the installation of the Subcontractor's Work will be the responsibility of Subcontractor.
- K. Billings
 - 1. All monthly progress billings are to be submitted on a Contractor's form and AIA G702 and G703.
 - 2. Monthly progress payments are to be made from itemized statements in accordance with provisions as contained herein and as approved by the Contractor, architect and owner. A detailed Schedule of Values must be submitted a minimum of forty-five (45) days prior to issuing a formal pay application to Contractor. The Schedule of Values must be approved by the Contractor, architect and owner prior to this Subcontractor submitting a pay application to the Contractor.
 - 3. Monthly progress payments shall be submitted no later than date included in the Agreement. If they are received after this time, they will be submitted with the next pay application to the owner.
- L. Insurance – If Contractor provides "Builder's Risk Insurance", Subcontractor shall be responsible for the deductible in the event of a loss by Subcontractor. If the owner furnishes the "Builder's Risk Insurance", Subcontractor shall be responsible for the deductible amount set forth by the owner in the event of a loss by Subcontractor.

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General Trade Requirements (continued)

M. Payment and Performance Bonds

1. Subcontractor's surety company and, if required, reinsuring company shall possess a Certificate of Authority as an acceptable surety on Federal Bonds as listed in the current Department of Treasury Federal Register and be licensed to conduct business in the state in which the Work is being performed. The penal sum of the bond shall not exceed the underwriting limitation as provided in the current Treasury Federal Register for Subcontractor's surety and, if required, reinsuring company. In the event Subcontractor's surety is deleted from the Treasury Federal Register during the course of construction, Subcontractor must immediately replace the bond with another bond written by a surety that meets the above requirements and be subject to close regulation of remaining progress payments as relates to Subcontractor's obligations to lower tier subcontractors, payroll, taxes, material suppliers, etc. Subcontract Payment Bond and Subcontract Performance Bond to be provided on Contractor's standard bond forms.
2. In the event of change orders increasing the contract amount, Subcontractor may be required to provide Consent of Surety increasing the penal sum of the Payment and Performance Bonds to the adjusted contract amount. All change orders to include the cost for bond premium to increase the penal sum of the bonds accordingly. If the Consent of Surety increasing the penal sum of the bonds is not provided, this will in no way affect the obligation of the Subcontractor and surety relative to the requirements of this Subcontract Agreement.
3. In the event a Payment Bond and Performance bond are required under the agreement (reference paragraph 2), a Consent of Surety form, such as AIA forms G707 and G707a, may be a requirement of any partial retainage release and or final payment.
4. The following is optional if the bond premium is paid by Contractor:
 - a. The Payment and Performance Bonds premium paid by Contractor shall not exceed the standard contract surety bond rates as established by the Surety Association of America.
5. Performance and Payment Bonds fees to be paid by the Contractor upon receipt of invoice from the bonding agency.

~~N. Guaranteed Maximum Price (GMP) Contracts (as applicable)~~

- ~~1. All cost overruns will be deducted from the Subcontractor's fee. All savings resulting from underrun of the GMP shall revert to the owner.~~
- ~~2. It is the intent of the agreement to have within the GMP all items necessary to give the owner a complete and operational building, the basic scope of which is outlined by the agreement documents contained herein. No change orders will be issued for items other than scope changes that are, in general, initiated and in all cases approved by the owner.~~
- ~~3. In consideration of the performance of the agreement, Contractor agrees to pay the Subcontractor in current funds as compensation for its services a fixed fee in the amount of \$_____.~~

- O. All Subcontractor workers are required to adhere to the site rules; requirements, such as attend a project orientation, sign an agreement to abide by the project rules and requirements; and may be required to submit to a background check attestation and/or obtain a photo identification badge.

P. Change or Modification Pricing

1. Subcontractor agrees to provide cost proposals for additional or deductive work via the architect's issued instructions. Subcontractor also agrees to make written acknowledgement of any cost or time impact that is a result of or will become a result of any instruction provided by the owner, architect, or Contractor. All notifications are due from the Subcontractor within **seven (7)**

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General Trade Requirements (continued)

calendar days of receipt or other time as may be noted in the transmittal. Subcontractor agrees that failure to provide a response within seven (7) calendar days will be demonstration the Subcontractor has no costs associated with the architect's communication and will result in a "no cost" change order being issued.

2. Unless otherwise agreed to or indicated in the owner and Contractor agreement, Subcontractor shall be permitted 15% mark-up on all changes for overhead and profit performed by the Subcontractor's own forces. Subcontractor shall only be allowed a 5% mark-up for second-tier work.
3. Subcontractor's change or modification pricing shall be provided in sufficient detail for a thorough examination by Contractor. Lump sum pricing will not be accepted. Pricing shall be supported with wage rates, production rates, detailed quantities, and equipment rates to substantiate the additive or deductive amounts. If unit pricing or established wage rates (inclusive of burden) are provided in Subcontractor's agreement, then these rates shall be used for all change pricing.
4. Contractor reserves the right to request the Subcontractor to obtain additional bids on portions of the Subcontractor's Work. Subcontractor agrees to furnish any required estimates or cost data in a form acceptable to the Contractor.
5. Field Work Directive – When Subcontractor is directed to perform work by Contractor, Contractor will issue a Field Work Directive confirming both labor and materials. The Field Work Directive is the only document used for validation for extra work. It must be approved daily by Contractor's superintendent.

Q. Trade Jurisdictional Disputes – The Contractor will endeavor to specify the work under the proper headings so it will relate to the separate construction trades in accordance with accepted jurisdictional rulings. However, the Contractor shall not be responsible for any differences that may arise due to disputes between the trades in this respect. It shall be the responsibility of the Subcontractor, working with the trades, to determine which of the trades is to perform any particular part of the Work, and the inclusion of any branch under any particular heading in this specification is not to be construed as a directive in any way.

R. Request for Clarifications – During construction, any seeming inconsistencies, or any matter seeming to require explanation, must be inquired into by the Subcontractor via written correspondence, Request for Clarification (RFC) or other format. A proposed solution in conformance with the Contract Documents intent and applicable codes is to accompany the request. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Subcontractor of any tier orally. Only interpretations made in conformity with the following procedure will be valid. Every request for such interpretations should be in writing, addressed to the Contractor at the project address. If Subcontractor fails to request or obtain clarification of a discrepancy between documents, the Subcontractor has included the condition most beneficial to the owner. Any and all interpretations and any supplemental instructions will be in the form of written response Request for Clarification (RFC), Proposed Change (PC), Architect's Supplemental Information (ASI), Construction Change Directive (CCD), or other means deemed appropriate by Contractor. Responses to inquiries are binding and become part of the Subcontract Agreement or Purchase Order Agreement. The responses, however, are not to be considered an authorization or approval for additional compensation.

S. Subcontract Agreement – Subcontract Agreements shall be assignable to the owner. In case of such assignments because of termination of the Contractor's contract, cost and liabilities incurred prior to

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said assignment for which Contractor was compensated, or for additional work directed by the Contractor without written consent of the owner, they shall remain as issues between the Contractor and Subcontractor. Further, the Subcontractor shall agree to complete that work specified in Subcontractor's agreement as amended for those amounts not previously received by the Subcontractor, and without payment by the owner for any additional work directed by the Contractor without written consent of owner.

- T. Performance Based Design Services – Subcontractor providing performance based design services (delegated design), in which the design will bear the stamp of an engineer or design professional, shall incorporate Attachment "H" - Performance Based Design Services in Subcontractor's agreement (Subcontract Agreement, Purchase Order Agreement, Service Agreement, etc.).
- U. All subcontractors, who are ultimately offered to the Owner for recommendation of award and a Subcontract Agreement is issued, regardless of scope of work and the dollar amount for the scope of work, will be required to participate in GE Johnson Construction Company's Subcontractor Pre-Qualification process.

SAFETY AND HOUSEKEEPING

Cleanup – Subcontractor shall clean up and place trash in dumpster and recyclable materials in its respective bins, furnished by others, on a daily basis or as directed by Contractor's superintendent. (Excluding masonry, roofing, drywall, _____, and _____ trades, who are to provide dumpsters and recycle bins for their work.) The subcontractor will also be responsible for participating in a composite clean-up crew. This composite crew will be made up of one (1) person per every five (5) persons Subcontractor will have on the project. Clean-up by composite crew to take place on day per week or as directed by the Contractor's superintendent.

- A. Success (6S) Program
All subcontractors shall participate in the Contractor's Success Program. Contractor's Success Program is defined as an organizational tool that focuses on managing equipment, tools, materials and jobsite cleanliness. It is managed and measured by 5 key performance indicators as defined below and in the Success Program How to Manual.

Step	Corresponding action
<i>Sort</i>	Distinguish between necessary and unnecessary items. Remove the what is not needed for your work.
<i>Set in Order</i>	A place for everything and everything in its place. Organize tools and equipment by group and type.
<i>Shine</i>	Cleaning the work and office areas and taking preventative steps to keep it clean and tidy.
<i>Standardize</i>	Setting the new norm with visual and verbal reminders. Supporting the first three S's.
<i>Sustain</i>	The long-term goal. Standard procedures become habitual over time.
<i>Safety</i>	The biproduct of the first five steps.

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This shall include complying with and supporting the Contractor project teams housekeeping and material management plan. The following items shall be adhered too:

1. Provide trade specific housekeeping and material management plan before Subcontractor's work commences that supports the project master plan. Template will be provided by Contractor.
2. All project management and field personnel shall attend project safety and Success Program orientation before work commences.
3. Actively participate and correct all items found in the Success Program Audits on a weekly basis, and strive to achieve the project Success Program benchmark goals.
4. Each Subcontractor shall arrange with Contractor for on-site storage. Subcontractor shall provide and maintain storage facilities authorized for Subcontractor use.
5. Material "laydown" areas are very limited and only materials that will be installed within three (3) working days will be allowed to be stored on-site. All other materials will need to be stored off-site. All off-site storage will be the Subcontractor's and/or Vendor's responsibility.

B. Subcontractor Environmental, Health and Safety Requirements

(In additional to Agreement Attachment "C")

1. Subcontractor is required to adequately cover any hole that is created by Subcontractor.

C. Temporary Light and Power

1. Contractor, through the electrical Subcontractor, shall provide all building temporary 120 Volt power to panels for use by all subcontractors. All power requirements other than 120 Volt will be the Subcontractor's responsibility.
2. Temporary power panels will be laid out by Contractor to ensure adequate power distribution. When the permanent power system is ready, it shall be made available for temporary use as required. Each Subcontractor shall provide its extension cords and fittings as required. Subcontractors must provide GFI protection.
3. Contractor, through the electrical Subcontractor, shall provide general lighting and lighting for stairwells per OSHA. Each Subcontractor will be responsible for any specific task lighting requirements over and above the general lighting provided by the Contractor.
4. Each Subcontractor is responsible for procuring and paying for its own temporary office electrical connections.

D. Drinking Water – Each Subcontractor will be responsible for its drinking water and ice. Contractor, through the plumbing Subcontractor, will provide a source of potable water.

E. Temporary Toilets – Contractor shall provide proper sanitary arrangements for workmen. Subcontractor shall assist with keeping facilities clean and maintained in accordance with the requirements of regulatory authorities having jurisdiction.

F. Telephones – Each Subcontractor will make arrangements for telephone service. Contractor will have service installed for business use only.

G. Flagmen and Traffic Regulation

1. Each Subcontractor will be required to provide flagmen for its work, such as deliveries, hauling material from site, etc., or as directed by Contractor's superintendent.

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2. Where streets are in use within or adjacent to the work, keep the passageways of such streets open to vehicular and pedestrian traffic from building frontage thereon. Maintain continual access for police, fire and ambulance service. Keep all roadways clean from debris as required by county, city and state, and Contractor requirements.
- H. Special Controls
 1. Comply with pollution control regulations in effect at project site for all materials, equipment, and work procedures used on the project.
 2. Each Subcontractor when welding shall provide and maintain protection necessary to prevent damage to personnel, materials, and equipment.
- I. Subcontractor shall provide removal of snow, ice and water as required to perform its scope of work.
- J. Each Subcontractor is required to ensure that no Polychlorinated Biphenyls (PCB's) or asbestos have been used in the construction materials utilized on the project. Subcontractor also further certifies that all materials for construction containing Volatile Organic Components (VOC) are in strict compliance with all VOC requirements and regulations of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), state, county, city and local air control district.
- K. Subcontractor is to comply with training requirements of the project and will be required to provide proof of proper personnel training.
- L. Scaffolding – Subcontractor shall provide all scaffolding required to complete its Work. Subcontractors shall not include any assumptions for the use of another subcontractor's equipment within its bid unless such use is expressly provided in writing from the other subcontractor prior to the submission of the bid.
- M. Truck and Vehicle Cleaning – Subcontractor shall provide sufficient labor, equipment, and other items necessary to clean delivery trucks prior to exiting the project site. Truck wash pads will be provided consistent with Contractor's Storm Water Management Plan. It shall be Subcontractor's responsibility to coordinate and comply with the requirements and conditions of the Storm Water Management Plan Permit.
- N. Protection of Work
 1. Subcontractor shall be required to protect existing work from damage due to its operations. If Subcontractor damages the work of others, it is Subcontractor's responsibility to repair and/or replace the damaged work. Subcontractor shall use specified materials as is required to comply with the agreement and provide all guarantees and warranties as were in place or to be in place upon acceptance by the owner. Subcontractor shall endeavor to have the original installer make the required repairs at Subcontractor's expense.
 2. In the event of a dispute over who damaged or caused damage to a portion of the work, Contractor shall make such determination and require the Subcontractor to make the required repairs. If the Subcontractor fails to provide the repairs, Contractor will take such action to make the repair at the cost to the Subcontractor causing the damage as determined at Contractor's sole discretion.

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3. Each Subcontractor is responsible for its materials, tools, equipment, etc. Each Subcontractor shall be responsible for properly barricading, protecting, and safeguarding its work. The owner or Contractor shall not in any way be liable or responsible for the damage or loss to the work due to trespass, theft, and or vandalism.
- O. Storm Water Management Plan (SWMP)
1. Contractor has developed and implemented a Storm Water Management Plan (SWMP) to address the local, state and federal storm water permitting requirements. A general SWMP permit for this project has been or will be obtained by Contractor. The SWMP and permits are available for review by the Subcontractor in the project office. The permit requires and the SWMP identifies controls Contractor must implement and maintain throughout the length of the project to minimize or prevent pollutants from collecting the storm water and be carried off-site. Controls include but are not limited to inlet protection, vehicle tracking controls, perimeter containment controls (such as silt fence and straw wattles), concrete washout areas and secondary containment for petroleum products and hazardous materials. It is Contractor's responsibility as part of the permit requirement to maintain these controls in optimal working condition at all times. It is each Subcontractor's responsibility to avoid disturbance, damage or removal of the SWMP controls. If a Subcontractor's scope of work requires disturbance or removal of the SWMP controls, it is that Subcontractor's responsibility to discuss with Contractor's staff the need for the disturbance or removal and obtain approval prior to the disturbance or removal. Depending on the nature of the disturbance or removal, it may be the Subcontractor's responsibility to provide sufficient labor, materials, equipment, and other items necessary to remove and replace back controls to their optimum condition. Any disturbance or removal that is required must be restored to optimal working condition in accordance with the SWMP by the Subcontractor. The SWMP contains design details on how controls must be installed. Contractor's staff can provide those design details as needed. Any blatant or malicious acts by any of the Subcontractor's employees that damage or destroy controls will be replaced and restored to optimum condition and costs incurred will be passed on to the offending Subcontractor.
 2. Specific requirements regarding storm water controls (this list is not intended to be all inclusive):
 - All concrete and "trowel trades", e.g., concrete, masons, stucco, ceramic tile, drywall finishing, and painting, are required to clean out their equipment in the designated concrete wash out area or other designated clean out areas. Disposal on open ground is not acceptable and not permitted.
 - All concrete waste must be disposed of in the designated concrete washout area. Disposal outside the washout area is not acceptable. Any spoils left from form removal, accidental spills, or similar situations must be cleaned up and either disposed of off-site or placed in the designated concrete washout area.
 - Masonry and stucco mixers and cutting stations are required to be contained with plastic, tarps, earthen berms, or other acceptable means. Subcontractors are required to discuss and provide details for this containment with Contractor prior to implementation on the site.
 - Each Subcontractor is responsible to clean trucks, delivery and private vehicles and equipment, as much as possible, prior to their exiting the project site. This includes cleaning between dual tire assemblies or whatever is required to prevent tracking fugitive materials off the site. Vehicle tracking pads will be provided consistent with Contractor's SWMP. Do not bypass vehicle tracking pads.
 - If Subcontractors store any petroleum, hazardous materials, paint, and other pollutant materials on site, they must be clearly marked and stored in a safe location (covered and

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- contained) so they cannot be accidentally spilled or intermixed with storm water runoff. Any excess materials not used on site must be removed from the project by the Subcontractor. Subcontractor will be back charged for any materials left on site that must be disposed by Contractor.
- All items, materials, or stockpiles that are a potential pollutant source are required to be barricaded, contained, or stabilized in an acceptable manner so as to prevent their becoming a pollutant or environmental issue as defined by the EPA, state, and local requirements.

This section does not identify all possible scenarios or conditions regarding storm water permit compliance. Any issues or questions by Subcontractors should be discussed with Contractor's project staff as they arise. It shall be Subcontractor's responsibility to coordinate and comply with the requirements and conditions of the SWMP and permit. Any fees assessed Contractor for an act by a Subcontractor for non-compliance with the SWMP will be passed on to the offending Subcontractor.

PROJECT DOCUMENTS

- A. Documentation Reproduction – Each Subcontractor will receive, at no cost, one (1) set of drawings and one (1) specification set electronically, if requested in writing.
- B. Submittals
1. Furnish 1 (one) electronic documents and 2 (two) hard copies for all other submittal material. Each submittal must bear a stamp from the Subcontractor indicating project name, architect's name, Contractor's name, Subcontractor's name, Subcontractor's submittal number, specification section and title, date of Subcontractor's approval, and statement certifying the submittal has been reviewed, checked, and approved for compliance with the agreement. Subcontractor submittal and review must include at minimum the following information:
 - a. Applicable specifications included in submittal for reference with conformance noted.
 - b. Applicable equipment and product schedule (from documents) included in submittal with conformance noted.
 - c. Confirmation of equipment and product submittal, review and approval, fabrication and delivery, and installation are in conformance with project schedule.
 - d. Confirmation that equipment and product to be installed be installed at project location. Routing direction, size restrictions and timing have been verified. Break down or splits of equipment and product made to accommodate any restrictions.
 - e. Interface with other adjacent, respective trades has been confirmed prior to or with submission, e.g. compatibility, mechanical and electrical services, adjoin architectural products, structural requirements and design.
 - f. References to "Not in Contract (NIC)", "by Others", or similar language has been removed from the submittal or assigned and coordinated with the proper trade or subcontractor.
 - g. Submittal is project specific and unrelated information has been deleted or struck from the submittal.
 - h. Additional notes or comments made by Subcontractor on submitted information are indicated in blue font.
 2. By approving and submitting shop drawings, product data, samples, and similar submittals, the Subcontractor represents it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the

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- information contained within such submittals with the requirements of the Work and of the agreement.
3. Subcontractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals by the Contractor's and or the architect's approval thereof. No portion of the submission of a shop drawing, product data, or sample shall be commenced until the submittal has been approved by the design team and returned by the Contractor. All such portions of the Work shall be in accordance with approved submittal and agreements. Work that is improperly fabricated, whether through incorrect shop drawings, faulty workmanship or materials, will not be acceptable unless previously accepted in writing by the architects.
 4. Subcontractor shall not make changes or substitutions in submittals without approved substitution request.
- C. Warranty and Guarantee
1. Except where longer warranties or guarantees are required by other provisions, Subcontractor warrants and guarantees all work and materials furnished under the agreement against defects in materials and workmanship, or either, that appear within twelve (12) months from the date of final completion of the entire project and the owner's acceptance.
 2. Subcontractor will remove and replace at its cost and expense all defects in the material and workmanship supplied by the Subcontractor appearing during the Warranty Period and will be responsible for all damage caused to the owner by such defects. All work required to remedy such defects including, but not limited to, removal and replacement of other materials shall be the responsibility of Subcontractor. Subcontractor will be responsible for the defects in workmanship caused by improper installation.
- D. Provide all closeout documents, i.e. as-builts, operation and maintenance manuals, guarantees, waivers of lien, etc., and maintenance and additional stock prior to substantial completion. Record documents will be required in both hard copy and electronic copy formats.
- E. Manufacturers' Instructions – Wherever any reference is made to an item that should be installed in accordance with the manufacturer's standard specifications, recommendation or instructions, the Subcontractor shall submit to the owner for approval the manufacturer's standard specifications, recommendation, or instructions for the installation of the particular item under consideration prior to procurement. The number of copies of the particular item under consideration shall be as defined under the "Submittal" requirements.

SCOPE OF WORK

- A. Hoisting
1. All hoisting, unloading, and movement of material will be performed by each Subcontractor for its Work. Subcontractor shall include all necessary scaffolding, work platforms, unloading, rigging, hoisting, and handling for all materials and equipment required for Subcontractor's Work. Rigging and unrigging is to be provided strictly by the Subcontractor responsible for the load. All the above are to be verified in conformance with the project safety requirements. Contractor will not provide a forklift or any other unloading equipment.
 2. ~~**TOWER CRANE**~~ A tower crane will be in service from approximately _____ through _____. Primary usage of the tower crane during this period of time will be to service _____.

BID REQUIREMENTS

General Trade Requirements (continued)

~~the concrete work and erection of the structural steel frame. The use of the tower crane must be scheduled with the Contractor's superintendent. The premium required for hoisting during overtime hours will be paid by the Subcontractor requiring the hoisting. If the tower crane is needed after _____, the Subcontractor requiring this crane shall be responsible for all costs associated with the crane. The overtime rate for the tower crane is \$_____ per hour. This rate is subject to change and must be confirmed at the time of scheduling its use. Tower crane will not be used for precast concrete or log erection.~~

~~3. A material hoist will be in operation for use by all Subcontractors.~~

B. Temporary Heat and Ventilation

1. Contractor shall provide temporary heat for the proper heating and ventilation of the buildings only. Contractor shall provide and pay for all temporary heating until substantial completion.
2. Permanent heating and ventilation equipment shall only be used for temporary heat and ventilation upon approval of the architect and subject to acceptable arrangements for operation and maintenance by qualified personnel.
3. Subcontractor is responsible for providing winter and weather protection required for its Work.

C. All excavating, trenching and backfill in accordance with specifications, as required to accomplish Subcontractor's work scope is included in the cost of the Subcontractor's Work. Subcontractors to also provide dust control for their operations.

D. All cutting and patching of any materials necessary as required for the installation of Subcontractor's Work.

E. Each Subcontractor will be responsible for sealing its penetrations in walls, floors, and ceilings. This includes all firestopping and fire sealants. Sealing materials shall be submitted for approval prior to installation.

F. Subcontractor shall install materials and equipment in a finished condition, free from oil, dirt, scratches, dents, etc. Materials and equipment not installed in this manner may be subject to reinstallation.

G. Subcontractor to provide dust control for its operations as required by the type and location of the project.

H. Subcontractors shall take measures to preserve, protect, and keep clean floors noted in the finish schedule to remain as exposed concrete. Drop cloths shall be used to prevent construction materials from soiling such floors. The rubber tires of lifts and equipment shall be covered to not leave tire marks on these floors.

I. Subcontractor to take all necessary precautions as required to protect the roof and further agrees to be responsible for all damage that may result from Subcontractor's activities.

J. Delivery of all material furnished by others but installed by Subcontractor shall be received, unloaded, inventoried, stored and protected by Subcontractor.

BID REQUIREMENTS

General Trade Requirements (continued)

- K. Include all required hardware, accessories and fastening devices required for a complete and acceptable installation.
- L. Railings and Floor Protections – Contractor will coordinate the responsibility for the installation of railings, floor, and roof opening covers. As a rule, the Subcontractor who creates the hazard in a generally accessible area will make safe the hazard for all other employees on the project. It shall be the responsibility of the follow-on Subcontractor to modify or remove existing protections as may be required in the proper execution of the its Work. Removal of protection shall be to the dumpsters/recycling bins provided by Contractor.
- M. Access and Loading – Subcontractor is required to observe all loading limits of the facility and site and shall not overload any portions of the facility or site. Subcontractor shall be required to provide all access ramps, shoring and dunnage as may be required to properly access the work area and all other safety devices as may be necessary. The utilization of power lifts (e.g., scissor lifts and boom lifts) shall be reviewed on a case-by-case basis. Subcontractor shall be required to implement additional safety provisions as required for the utilization of motorized lifts. Extra care shall be given at edges where tipping of lifts is possible.
- N. Permits – Contractor will provide the Building Permit. Subcontractor includes the cost of all other trade specific permits, licenses, fees, inspection costs, etc., as they relate to the Subcontractor's Work.

BIM AND 3D COORDINATION

- A. Contractor is committed to utilizing Building Information Modeling (BIM) and 3D-4D coordination in the construction of this project. Subcontractors submitting proposals for the following scopes of work shall actively participate in the three-dimensional (3D) modeling process as outlined in this document for the purposes of coordinating the construction of this project.

BID ITEM	DESCRIPTION
03A	BUILDING CONCRETE
	STRUCTURAL SLAB FORMING
	MASONRY
05A	STEEL / JOISTS / DECK
	MISCELLANEOUS STEEL
	PREFORMED METAL PANELS
	ALUMINUM / GLASS
	STRUCTURAL STUDS
	OPERABLE FOLDING PARTITIONS
13E	POOLS
	FIRE PROTECTION

BID REQUIREMENTS**General Trade Requirements (continued)**

	PLUMBING / HVAC / MECHANICAL
	ELECTRICAL
	EARTHWORK / SITE CLEARING / EXCAVATION
33A	SITE UTILITIES / STORM DRAINAGE / SEWER / WATER / GAS

- B. Subcontractor will be required to participate in a 3D modeling coordination process as defined and facilitated by Contractor. This process will be a collaborative effort with Contractor and its participating Subcontractors.
- C. Subcontractor shall develop and share a working 3D computer model that includes the modeling scope identified herein, as it relates to their respective scope of work. The shared 3D models will be used for spatial coordination, constructability analysis, and construction planning.
- D. All 2D and 3D electronic information (models and drawings) issued to the Subcontractor by either the design team and or the Contractor shall be used for information only. These models and drawings are not to be considered as Contract Documents and in no way, are they a substitution for them unless noted otherwise herein. The models and drawings are to be used to facilitate the coordination and shop drawing process and must be verified by Subcontractor with the Contract Documents. Subcontractor acknowledges the design team may require conditions of release or electronic information waivers to be executed for this project.
- E. Subcontractors shall provide Contractor with 3D solid geometry models and model updates in a format interoperable with .dwg or other approved formats. Subcontractor is responsible for providing all object enablers that are required to effectively perform clash detection exercises using Navisworks.
- F. Subcontractor understands that multiple parties rely on their 3D models (coordination, fabrication, submittal, shop drawings, etc.) to complete the overall building coordination process. Accordingly, Subcontractor recognizes that its due dates and milestone 3D modeling dates may be earlier than may be required solely for Subcontractor's Work.
- G. Subcontractor shall be responsible for delivering a coordinated 3D model consistent with the agreement, project coordination scope and that includes relative system elements. The models will be created in 1:1 scale utilizing standard architectural US units of measure (feet and inches).
- H. For the extents of the model Subcontractor shall model five (5) feet horizontally beyond the exterior walls or point of connection to existing structures and vertically extend from the lowest extent of the foundations and or underground utilities up through the roof of the topmost floor including anything that extends above the roof.
- I. Subcontractors shall not include greater detail in the coordination models than required within this document. Simplified geometries may be substituted as required.
- J. Subcontractor shall participate in all modeling coordination meetings as outlined by Contractor, including a coordination kick-off meeting. These meetings are to be attended by Subcontractor's 3D

BID REQUIREMENTS

General Trade Requirements (continued)

CAD technicians, lead superintendents and/or foremen, and project managers assigned to the project.

- K. Subcontractor will be required to survey and verify any necessary as-built conditions of existing facilities and systems prior to commencement of 3D coordination and include this information of existing conditions in its model.
- L. Bid Item specific coordination modeling requirements are outlined below. Additional services shall be determined upon issuance of an agreement and at an initial coordination process meeting.

DESIGN (BACKGROUND) MODEL

- A. Contractor expects to be provided with 3D models from the design team. These models will be developed to convey design intent and will not include all systems or components. Therefore, simplified geometries will be utilized wherever possible to minimize file size. These individual models created by the design team will collectively represent the "design model".
- B. Subcontractor will receive the previously noted design model components, provided Contractor receives the associated information from the design team or parties to whom the portions of the model have been assigned.
- C. The Contract Documents will be compiled from a combination of 2D representations of the 3D model (extracted directly from the 3D model) and information that exists in 2D only. Subcontractor understands that in the case of any discrepancies between the Contract Documents and the 3D model, the Contract Documents shall govern.
- D. Updated design models will not be provided with every revision or update to the Contract Documents (Request for Clarification, Architect's Supplemental Instruction, Bulletin, etc.) It is the responsibility of the Subcontractor to ensure the latest information has been incorporated into and accounted for within its working 3D construction models. In the event the design team provides an updated design model, the Subcontractor should expect all previous changes to the Contract Documents have not been incorporated.

CONSTRUCTION MODEL (COORDINATED CONSTRUCTION TEAM MODEL)

- A. Contractor and its Subcontractors will create multiple models to coordinate the construction of the project. These individual models will collectively represent the "construction model". Subcontractor will be responsible for the 3D modeling as it pertains to its Work.
- B. Subcontractor is responsible for ensuring the technical accuracy and completeness of its drawings and model. Whereas specific dimensional location of material, equipment, and services may not be included in Construction Documents, the location of the material, equipment, and services in the Subcontractor's model(s) shall be dimensionally accurate.

BID REQUIREMENTS

General Trade Requirements (continued)

- C. Model Management:
1. Subcontractor will maintain and update its respective models throughout construction by incorporating, at a minimum, to the extent they affect the information contained in the model:
 - a. Request for Clarification (RFC).
 - b. Architect's Supplemental Instruction (ASI), Construction Documents (CD), Construction Change Directive (CCD), Proposal Request (PR) or other change documents that affect the Contract Documents.
 - c. Submittal comments and revisions on approved shop drawings.
 - d. Approved substitution requests.
 - e. As-built field modifications.
 - f. Changes in the sequencing of the Work.
 - g. Changes requested by the Construction Manager, including those on behalf of other Subcontractors.
 2. Subcontractor to provide Contractor with an updated model on a weekly basis, when new information becomes available, or more often when installation of the Work requires for the duration of the project. Layer control shall be used to indicate changes in the model.

PROCEDURES

- A. Subcontractors shall be prepared to accommodate coordination meetings held weekly at Job site construction office. These meetings will be to resolve model conflicts within the project schedule and sign-off on documents derived to be considered the basis for submittal drawings and for construction.
- B. Subcontractor model exchange on a **weekly or as required** basis. This model exchange is for system-to-system coordination and in preparation for issuance of composite models for clash detection.
- C. Contractor will run periodic clash detection reports as determined in the Mechanical, Electrical, Plumbing, Fire Protection (MEPF) Coordination schedule and to assist in the coordination process. However, each Subcontractor is responsible for resolving any conflicts and fully coordinating its Work with all applicable parties.
- D. Subcontractors shall ensure that any field superintendents and foremen responsible for the installation of systems also participate in the coordination process and present during signoff to agree with proposed routing and installation.
- E. Subcontractors are responsible for incorporating architectural, design, and Contractor comments into coordination models, as well as, their final model.

BID ITEM SPECIFIC BIM AND 3D COORDINATION REQUIREMENTS

- A. General Coordination
 1. Each Subcontractor shall be responsible for creating and maintaining the model for its respective scope of work. Models shall include components listed below.

BID REQUIREMENTS

General Trade Requirements (continued)

2. All miscellaneous support steel or devices for MEPF trades shall be modeled by their respective trades.
3. Subcontractor's model(s) are to include access, service and clearances zones for equipment, valves, dampers and motor controls and are to be modeled as an element such that clash detection and coordination can be accommodated relating to operation and maintenance access. These access areas are to extend from equipment to be accessed to the floor below and above ceiling as required. These access, service, and clearance zones should be provided on a separate layer.
4. Additionally, Subcontractor's model(s) shall include clearance zones for any and all required equipment to access service required locations. This includes coordinating for adequate space for ladders, lifts, hoist, etc.
5. Penetrations through other building systems, such as concrete walls and slabs, support steel, and structural members, shall be coordinated and identified in the Subcontractor's model by means of a modeled sleeve.
6. Subcontractor shall provide a list of minimum typical clearances for all model components.
7. As-built conditions of all major conduit and other raceways (including cable), medium pressure and exhaust ductwork, storm drainage, large waste and vent, large bore piping, medical gas piping mains, and significant other trunk lines are to be used for coordination of exiting tie-in points and as required to facilitate the installation of new or relocation of existing systems. These above-mentioned as-built existing conditions are required to be modeled and used during the 3D coordination process.
8. Building Enclosure Model Coordination:
 - a. Structure Subcontractor(s) shall fully participate in the building shell coordination process by reviewing the enclosure Subcontractor(s) or design models for compatibility and constructability issues or clashes with the structural models.
9. Submittals:
 - a. Structure Subcontractors(s) shall provide shop drawings in a complete, 3D "fabrication model" format along with all submitted 2D shop drawings. Subcontractor understands the 3D model provided by the Subcontractor will be utilized by follow-on trades for coordination and layout purposes. Subcontractor shall provide a list of any items omitted from a submitted model with each submission for review and follow-up with Contractor.
 - b. All revised 3D model or 2D document submittals will have a written narrative to define changes from previous submittals. All revisions should be shown in both 3D and 2D format.

BID REQUIREMENTS

Specific Instructions to Bidders

Specific Instructions to Bidders are a supplement to the plans and specifications. The Specific Instructions do not limit the scope of work as shown on the plans and specifications. The purpose of the Specific Instructions is to help clarify details and items we feel may otherwise be overlooked.

<u>Bid Item</u>	<u>DESCRIPTION</u>
03A	Building Concrete
05A	Steel Joist Deck
13E	Pools
32C	Asphalt Paving
33A	Site Utilities / Storm Drainage / Sewer / Water / Gas

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

A. INTRODUCTION

The enclosed information addresses expectations of Subcontractors and tier subcontractors (hereinafter referred to as "Subcontractors") performing work on G. E. Johnson Construction Company, Inc. (hereinafter referred to as "Contractor") projects. Through the concentrated effort of subcontractors, a safe and successful project can be achieved.

Each subcontractor working on Contractor projects is obligated to comply with all Federal, State and Local safety requirements, G. E. Johnson Construction Company's Environmental, Health and Safety Program, Project Safety Programs, and any Owner Safety Requirements (hereinafter called "safety requirements"). These combined safety requirements constitute the minimum level of performance expected from each employer and his employees or their subcontractors, or agents. All shall adhere to these requirements for the performance of their work on Contractor projects designed to promote and to insure the projects safe completion. Electronic copy of Contractor's Safety Manual is available upon request.

B. SUBCONTRACTOR COMPLIANCE

In accordance with the OSHA requirements, each subcontractor shall protect the employment and places of employment of each of their employees engaged in construction work by complying with the appropriate standards prescribed in the applicable standards. Subcontractors shall hold each of their agents, vendors, tier subcontractors and suppliers responsible for compliance with these safety requirements. Subcontractors shall include these safety requirements in contracts with all tier subcontractors and suppliers. Entry onto project, property, or the job site constitutes acknowledgement by the Subcontractor, Subcontractor employees or invitee of their obligation to adhere to these safety requirements.

Each Subcontractor shall establish and maintain an effective safety and health program that, at the least, equals that of the Contractor's Environmental, Health and Safety Program, including all items outlined in this document. shall be solely responsible for implementing the safety program and shall have sole responsibility for monitoring the work of its employees, subcontractors, agents, vendors and suppliers to ensure compliance.

C. NON-COMPLIANCE WITH SAFETY REQUIREMENTS

If a Subcontractor or invitee is found non-compliant to any of the safety requirements, the Subcontractor and employee(s) may be subject to the following (one or more):

- At a minimum, the resulting action may result in a written warning;
- Individual(s) may be removed from the project for a specified duration;
- Individual(s) may be removed from project and/or future Contractor projects;
- Re-training for individual(s), crew and/or foreman. Proof of retraining shall be provided to Contractor upon request;
- Additional full-time supervision and/or safety representative to the project at the Subcontractor's expense;

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- A meeting will be conducted with the Subcontractor's supervisor and management, and Contractor's Project Team. The meeting will conclude in a documented agreement outlining the Subcontractor's intended corrective actions and timeline for implementation;
- Removal of unsafe condition by using other work forces, the cost of which will be reimbursed through back charges or provisions of the contract;
- Contractor may exercise its option to terminate all or part of the contract with Subcontractor for inadequate safety performance, or failure to fulfill any of the safety requirement of the contract.
- Any resulting damages (including damage for delay) will be paid for in accordance with the subcontract.

All costs and expenses paid or incurred by a subcontractor in the implementation and administration of the safety requirements shall be paid by said subcontractor.

When non-compliance of safety requirements is observed, the responsible subcontractor shall be informed orally for immediate correction. It is the sole responsibility of the Subcontractor to devise and implement the corrective actions. If Contractor deems it necessary to stop work being performed due to the nature of the non-compliant issue, work will be halted until the Subcontractor corrects the non-compliant issue. If Contractor deems it necessary to stop work being performed due to non-compliance, work will be halted until the Subcontractor corrects the issue. Any costs incurred by the stoppage or correcting non-compliant issues of the work will be the sole responsibility of the non-complying subcontractor.

D. SUBCONTRACTOR SAFETY PROFESSIONAL REPRESENTATION

Subcontractors must provide safety professional representation at Contractor project sites that addresses and details the number of and qualifications for safety professionals. Contractor follows the recommendation of the Construction Industry Institute, and requires that if a Subcontractor, at any time, has at least 50 craft workers on the project site (including the craft workers of any of its subcontractors and suppliers, of any tier), then the Subcontractor must have a project specific safety professional onsite part-time when the workforce is below 50 craft workers and full-time when the workforce reaches 50 craft workers. Additional safety professionals are required on a proportional basis if the number of craft workers reaches or exceeds 60 craft workers. The specifics of the number of safety professionals that a Subcontractor must dedicate to the project are detailed below.

Number of Workers Present	Subcontractor Safety Professional Onsite Presence
1-9	Equivalent of one work shift during work week
10-19	Equivalent of two work shifts during the work week
20-29	Equivalent of three work shifts during the work week
30-49	Equivalent of four work shifts during the work week
50-59	On site full time

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

60-69	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of one work shift during the work week.
70-79	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of two work shifts during the work week.
80-89	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of three work shifts during the work week.
90-99	A subcontractor safety professional on site full time plus an additional subcontractor safety professional on site the equivalent of four work shifts during the work week.
100-109	Two subcontractor safety professionals on site full time.
110 or more	Two subcontractor safety professionals on site full time plus any additional safety supervision as agreed upon between Contractor and Subcontractor.

E. DUTIES OF THE SUBCONTRACTOR SAFETY PROFESSIONAL AND ADDITIONAL SUBCONTRACTOR SAFETY PROFESSIONAL

The Subcontractor safety professional and additional subcontractor safety professional must cooperate with Contractor and other safety professionals as a coordinated team and not as a stand-alone resource for the Subcontractor. The Subcontractor safety professional (and additional subcontractor safety professional) will be a member of the project site safety committee, if such a committee is established at the project, and will regularly meet to ensure that safety issues are identified and addressed in a timely manner. Contractor promotes a project-wide safety culture in which each safety professional can openly contribute to safety discussions.

Duties of the Subcontractor safety professional shall include, but are not necessarily limited to:

- In conjunction with the Subcontractor project team, is responsible for safety and health of the Subcontractor's Work; applies basic knowledge of local, State and Federal rules, regulations to determine compliance within assigned project areas; complies with EHS measures and guidelines.
- Participation in or leading training sessions specific to the project; disseminates educational information tools to aide in educational awareness.
- Developing, implementing, evaluating, and maintaining the Subcontractor's project specific safety plan.
- Coach and mentor newly hired subcontractor employees in safety and health requirements.
- Inspects/assesses, monitors, investigates and/or recommends corrective action; conducts trends analysis; documents compliance with standards.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Conducts and documents routine inspections of project sites regularly; makes recommendations for standard corrective action when needed; establishes time frame for corrective action to be implemented.
- Insures reporting all incidents to Contractor; determines cause during incident investigation; identifies and recommends standard corrective action for unsafe conditions; determines preventative measures; communicates lessons learned to craft and staff personnel.

F. QUALIFICATIONS OF A SUBCONTRACTOR SAFETY PROFESSIONAL

The Subcontractor safety professional and the additional subcontractor safety professional (if any) shall be dedicated to the management of safety on the project and, when at the project, shall have no collateral duties. Contractor reserves the right to request that any Subcontractor safety professional or additional subcontractor safety professional be replaced provided reasonable grounds exist for such a request.

If Subcontractor safety professional and additional subcontractor safety professional is absent from the project site for any reason, an alternate safety professional with the necessary qualifications must be present at the project.

Each Subcontractor safety professional and additional subcontractor safety professional (if any) must meet one of the following qualifications:

- Possess a four-year degree in engineering, construction, or safety from an accredited university, plus a minimum of one year of direct safety oversight experience; or
- Possess a two-year degree in engineering, construction or safety from an accredited or industry recognized technical school, plus a minimum of two years of direct safety oversight experience; or
- Possess a professional certification in safety from an accredited or industry certifying body, plus a minimum of three years of direct safety oversight experience; or
- Have a minimum of eight years of relevant industry and construction experience plus an additional minimum of three years of direct safety oversight; and

The Subcontractor safety professional and additional safety professional (if any) must also possess a current OSHA 30-hour card.

G. OSHA AND STATE AGENCY INSPECTIONS

If after an inspection, a Subcontractor receives any citation(s), a copy of all citations shall be immediately provided to Contractor.

H. PRECONSTRUCTION MEETING

Subcontractors shall ensure that their project management and other key personnel, including the On-Site Supervisor and Safety Professional at minimum, attend a pre-construction meeting with the Contractor project staff where planning for safe execution of the project will be addressed.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

I. SITE SAFETY ORIENTATION

Prior to starting work on the project, all employees are required to attend a site-specific safety orientation provided by Contractor. The orientation will cover general environmental, health and safety rules, regulations and site-specific policies and hazards. The Subcontractor shall be responsible for scheduling orientation of their employees and visitors with Contractor. If an individual is found on-site without having received the training, that person will be removed from the project until orientation is received.

Subcontractors shall provide interpreters in the native language of any non-English speaking employees.

J. SAFETY REVIEW

Following an incident or safety issue, Contractor may request a meeting be held with the parties involved to discuss the incident or issue in greater detail. Requested subcontractors shall attend and participate in the investigation, discussion and develop an action plan for remediation of contributing and root causes.

K. INJURY CARE AND MEDICAL FACILITY

Each subcontractor is responsible to establish a medical facility for use by employees who sustain a work-related injury. The facility to be used shall be communicated to the Subcontractor's employees.

Each subcontractor is to provide an appropriately sized First Aid Kit that is maintained and adequately stocked. The location of the kit shall be communicated with Subcontractor's employees. Subcontractors will assure that when required or appropriate, trained first aid personnel are available, certified and equipped for their responsibilities.

L. TOOLBOX TALKS

Each subcontractor shall conduct weekly "toolbox" safety meetings relevant to the work being performed for their employees. A copy of the toolbox "talk" or a description of the topic discussed along with all attendee's names shall be submitted to Contractor's project team weekly.

M. SAFETY INSPECTIONS

In accordance with OSHA, each subcontractor shall perform frequent and regular safety inspections of their work area(s) by a competent person. A copy of the report or documented inspection shall be submitted to Contractor whenever the inspection is completed. Subcontractor supervisor shall take immediate action to correct non-compliant issues, unsafe practices and unsafe conditions. The Subcontractor will be solely responsible to review/monitor the work area/location of all their employees on a regular basis during the performance of work.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

N. SUBSTANCE ABUSE POLICY

Contractor is committed to providing a safe work environment. The illegal use or abuse of drugs and or alcohol constitutes a threat to the safety and health of employees and the general public. The Substance Abuse Policy requires employees to report to work fit for duty, and to perform their work, free of detectable levels of drugs, alcohol or other substances, which may affect their ability to work safely. Each subcontractor shall establish and maintain an effective substance abuse program while working on any Contractor's projects. Drug and alcohol testing is required of Subcontractor employees in the following situations:

- If Subcontractor or Contractor has reasonable suspicion that the employee is under the influence of drugs or alcohol;
- If the employee has sustained a work-related injury requiring outside medical attention;
- If the employee has caused or contributed to another employee being injured in a work-related incident;
- If the employee has caused or contributed to a work-related incident resulting in, or which has the potential to result in, property damage.

Subcontractor employees who fail to provide proof of a required drug and alcohol test will not be permitted on-site.

All costs associated with any substance abuse testing are the responsibility of the Subcontractor.

O. STRETCH AND FLEX

Subcontractor will be responsible for implementing an onsite stretch and flex program facilitated by Contractor or by the Subcontractor. Participation in the stretching programs shall be conducted during the morning safety briefing. The stretch and flex component should not exceed 10-15 minutes. Employees should exercise judgment to the extent that their physical capabilities allow, and they should not perform motions that may aggravate previous injuries or other physical conditions.

P. JOB HAZARD ANALYSIS

Subcontractor must produce job hazard analyses for upcoming tasks as part of the pre-task planning process. This consists of identifying potential hazards and recommending the safest way to perform the job.

Job Hazard Analysis (JHA) will be part of Subcontractor's Project Safety Plan. JHA forms identify each task of the Subcontractor's Work, the hazards of that work and the protection or prevention measures to be taken by the Subcontractor to address the hazards will be prepared in writing by the Subcontractor. The JHA will be used by Subcontractor to instruct Subcontractor's crew on the hazards of the work. A copy will be provided to Contractor's project team upon request.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

Q. TOBACCO USE

Tobacco use is prohibited at any time in any project field office. In addition, tobacco use will not be permitted anywhere within the confines of the project site.

R. HOUSEKEEPING

Each subcontractor shall be responsible for daily clean up during and after installation of his materials and shall leave their areas broom swept. Each subcontractor is responsible to provide manpower to move their trash and debris to an area designated by Contractor. Cleanup or cleaning work not regularly and promptly performed by subcontractor when so ordered by Contractor project team may be performed by others for Subcontractor's account. If Subcontractor fails to keep its work area broom clean and/or leave the work area in a littered or dirty condition, Contractor may, without notice to the Subcontractor, clean up the premises at Subcontractor's expense and for the Subcontractor's account. Effective housekeeping should not be an assigned task; it is considered to be a part of each employee's responsibility. Keeping the work site clean not only produces a safer job site, but a better place to come to work each day. It is each employee's responsibility to keep their work area in order, cleaning up during and after work is completed.

S. STORMWATER POLLUTION

The Subcontractor shall participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to Storm Water Management Plan (SWMP) permit requirements. Subcontractors will comply with the minimum control measures under the SWMP to include, but not limited to:

- Construction site storm water run-off control.
- Pollution prevention/good housekeeping.
- Best Management Practices (BMP's) include, but are not limited to:
 - Practicing spill prevention and good housekeeping.
 - Installing and managing erosion and sediment control.
 - Adhere to vehicle tracking controls in place and ensure vehicle tracking onto roadways is promptly cleaned up.

Subcontractors are responsible for all costs related to replacing stormwater pollution controls when damage is caused by subcontractor activities.

T. INFECTION CONTROL (Health Care Facilities)

When working in a health care setting, Subcontractor personnel must attend an Infection Control Risk Assessment (ICRA) training session prior to the start of applicable phase of the project. Subcontractor employees who do not attend will be removed from the project.

- Subcontractors will be required to collaborate with Contractor, health care facility's infection control, safety, and facilities management personnel and will participate in meetings and area

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

walk-through inspections to develop, as required, ICRA plans, Methods of Procedures, and Facility Disruption Event forms.

- For any and all construction activities that affect normal/daily hospital operating procedures or "tie into" health care mechanical, electrical, or plumbing systems, subcontractors will be required to submit, two weeks prior to beginning of the work, Contractor's "Facilities Disruption Event" and "Method of Procedure" forms for approval by both Contractor and the health care facility.
- Subcontractors are responsible for properly using ICRA barriers as planned and adhere to the ICRA protocols/permits approved by health care facility including but not limited to hard and soft ICRA barriers, exhaust fans, negative air machines, HEPA filters, entry and exit doors, ante rooms, etc.
- Subcontractors will be required to wipe down, cover or seal all tools, equipment, and materials as necessary, as well as vacuum off personal clothing when leaving infection control areas.
- Subcontractors will be required to provide their own infection control required personal protective equipment (booties, disposable jump suits, etc.), HEPA (High Efficiency Particulate Air) filtered vacuums, Mobile Containment Units (MCU's)/enclosed containment units, smoke eaters, covered trash containers, clean carts, emergency clean-up kits, and any "clean wipes" required for tools, equipment, and materials.

U. PERSONAL PROTECTIVE EQUIPMENT

- Hard hats are to be worn 100% of the time, through all phases of construction. Hard hats shall be worn correctly. Equipment operators working outside of the equipment are required to wear hard hats 100% of the time.
- Clothing/long pants and a shirt are to be worn. No shorts, tank tops, or any inappropriate articles of clothing can be worn. If someone is wearing anything that Contractor finds inappropriate, they will ask the individual to remove/cover the article. If they cannot or refuse to do so, they will be removed from the site.
- Substantial leather full height footwear/boot will be worn. "Gym Shoe" style work shoes are not permitted.
- Hearing protection will be required in accordance with OSHA standards.
- Eye protection must be worn 100% of the time. Face protection is required during overhead drilling or cutting, chipping, welding, burning, mixing or working with cleaners, or grinding. Eye and face protection must meet applicable ANSI requirements.
- Minimum requirement for high visibility garments: ANSI Class II High Visibility Garments are required 100% of the time, through all phases of construction.
- Gloves alone do not prevent all hand injuries. Careful planning, situational awareness, and proper work methods must be employed to eliminate risk of injury. Wearing the proper gloves are likely to reduce the severity of injury, even if they are not 100 percent effective in preventing injury. Appropriate gloves are required where employees may be exposed to:
 - Chemical skin absorption
 - Cuts, abrasions, or lacerations
 - Punctures
 - Chemical or thermal burns
 - Frostbite
- Subcontractors are required to wear hand protection at all times, except when wearing gloves is perceived as a greater risk or limits the dexterity required for a task. Exceptions must be

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

identified and accepted on the JHA by a Contractor safety professional or superintendent prior to deviation from this policy. Before the work is performed, acceptance of this deviation must be noted by the foreman or supervisor for the worker on the JHA and Pre-Task Plan for the applicable activity. Hand protection need not be worn during meals and breaks provided that the area is free from items or tasks that pose a risk to hand injury.

- If respirators are required, the Subcontractor must be in compliance with all applicable OSHA standards. When the use of respirators is required, proof of appropriate fit testing and training will be submitted by each subcontractor, upon Contractor's request.

Each subcontractor is solely responsible to supply their employees with Personal Protection Equipment (PPE).

V. LADDERS AND STAIRWAYS

- Ladders must have nonconductive side rails. Aluminum ladders are not permitted on jobsites.
- Damaged ladders must be removed from service.
- A stairway or ladder must be provided at all worker points of access where there is a break in elevation of nineteen (19) inches or more and no ramp, runway, embankment, or personnel hoist is provided.
- When there is only one point of access between levels, it must be kept clear to permit free passage by workers.
- Except during construction of the actual stairway, stairways with metal pan landings and treads must not be used where the treads and/or landings have not been filled in with concrete or other material, unless the pans of the stairs and/or landings are temporarily filled in with wood or other material.
- Extension ladders must extend three (3) feet above the landing or have a grab bar provided.
- Each subcontractor shall provide ladder training for all employees using ladders.
- Stairs and platforms must be used to provide access to office, equipment and material storage trailers
- Stairways must be kept free of flammable materials, stored materials or debris.

W. SCAFFOLDS

All scaffolds shall be erected, used, and dismantled in accordance with OSHA's Subpart L or any job site specific rules.

Each subcontractor must have a person designated as the "Competent Person" (as defined by OSHA) to assure compliance with all requirements for scaffolding. No scaffold shall be erected, moved, dismantled, altered, or work performed from any scaffold except under the supervision of the competent person. All scaffolds must be erected in accordance with manufacturer's specifications and requirements.

Below are key elements:

- Scaffold will be erected to include proper ladder or stair access, guardrails, toe-boards in all locations where materials are placed and decked fully. Rolling scaffold will be equipped with brakes on all casters and a diagonal brace for mobile scaffolds other than baker scaffolds.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- An identified competent person(s) will inspect scaffolds daily and provide copies to the Contractor's project team and will supervise all erection and dismantling operations. The competent person for scaffold erection and dismantling must determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Employers are required to provide fall protection for employees erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard. Red "STOP" and Green "GO" tags will be placed at each access point so users will know if the daily inspection has been conducted. Each tag must have the day's date and signature of competent person.
- It is the responsibility of each subcontractor using shared scaffolding systems to inspect scaffolding systems by their respective competent persons.
- All scaffolds exceeding a height to minimum base dimension ratio of 4:1 will be secured. Anchoring, guying, tying off or bracing of scaffolds must be affixed to structurally sound components. It is crucial that ties be properly attached and able to carry both tension and compression loads.
- All scaffolds installed on concrete or solid floors must have the manufacturer provided base plates for that system installed.
- When scaffold plastic/wood sheeting is deemed necessary to allow for the protection of workers, the work being performed, or any area adjacent to the scaffold system, the plastic/wood sheeting will only be installed by the company responsible for erecting the scaffold. The OSHA standard requires that "Work on or from scaffolds is prohibited during storms or high winds unless a competent person has determined that it is safe for employees to be on the scaffold and those employees are protected by personal fall arrest system. Wind screens shall not be used unless the scaffold is secured against the anticipated wind forces imposed." It is the responsibility of the Subcontractor to ensure that the addition of a tarp or sheeting to a scaffold does not overload the scaffold. The addition of a tarp or other sheeting material would add lateral loads to the scaffold, which may not have been accounted for in its design. Under OSHA standards, such an addition would therefore be "an occurrence which could affect a scaffold's structural integrity," requiring a competent person to inspect it and make an assessment. Subcontractor will not install scaffold plastic/wood sheeting on any scaffold system that was not erected by Subcontractor. All scaffold sheeting must be installed in accordance with OSHA standards and inspected daily along with the scaffold system.
- Employees using, erecting or dismantling scaffolds shall be appropriately trained.
- Fall protection is required when erecting, moving, or dismantling scaffolds that are higher than six (6) feet.
- Cross bracing cannot be used as access to scaffolds, proper access is required.
- Subcontractors using scaffolds shall adequately guard, barricade or protect areas located below the scaffold.
- Do not mix components from differently branded scaffolding systems.
- Castor brakes are to be applied at all times while the mobile scaffold is stationary.
- Scaffold is not to be moved while workers are on the scaffold work platform.

X. FALL PROTECTION

Subcontractors will comply with the fall protection requirements as outlined in this section. Key elements include:

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Unattended floor openings must be covered with planking or sheathing strong enough to support the intended load. The cover must be suitably marked and secured. Instead of a cover, guardrails, mid-rails and toe-boards may be installed.
- When working at heights greater than six (6) feet, fall protection must be used. Acceptable methods include safety nets, guardrails or personal fall arrest systems. Safety monitors are not an acceptable form of fall protection. Safety belts are NOT acceptable for fall arrest; a harness must be worn when using fall arrest equipment. Regardless of height, if a worker can fall into or onto dangerous machines or equipment (such as a vat or acid or a conveyor belt), Subcontractor must provide guardrails and toe-boards to prevent workers from falling and getting injured.
- Subcontractor's employees exposed to a fall hazard must provide certification of training by their employer when requested by Contractor.
- Subcontractor shall provide OSHA or state-equivalent guardrail at open-sided floor, deck platform or working surface when six (6) feet or more above adjacent floor or ground level.
- Guardrail cables and guard rail systems are not to be used as attachment points for fall arrest or restraint unless the Subcontractor accepts the responsibility for the design, installation and inspection and all other applicable requirements.
- If a subcontractor needs to remove a guardrail, the Subcontractor is required to obtain permission from Contractor. The Subcontractor is solely responsible for implementing temporary measures used to protect their own employees and others working in the surrounding areas.
- Subcontractor work that necessitates the use of either "Controlled Access Zones" or a "Fall Protection Plan" are required to submit those plans to Contractor prior to beginning work.
- Fall protection plans shall include rescue methods to be deployed in the event of a fall. Employees performing rescues must be trained in the identified rescue methods.

Y. STEEL ERECTION

- All steel erection activities shall be in compliance with 29 CFR 1926 Subpart R (with the exception of fall protection). See fall protection section.
- A written site-specific erection plan (to include fall protection) shall be submitted to Contractor prior to the start of work. When special or unusual hazards will be encountered (i.e., work over existing structures, near overhead utilities or water), the Subcontractor will clearly address the hazards in a site-specific erection plan. In addition, the Subcontractor will outline provisions for the following:
 - Plan for accessing elevated work levels;
 - Plan for securing items overhead;
 - Plan for controlling access into the erection area;
 - Fall protection plan including rescue procedures.
- Contractor's "Authorization to proceed with Steel Erection" form must be completed with the steel erector prior to commencement of steel erection.
- Multiple lifts of structural members must be done in accordance with Subpart R and crane manufacturer's requirements. The maximum number of allowed pieces per lift is five (5).
- If work is performed within or adjacent to occupied structures, the Subcontractor will be required to make provision for fire protection, and safe removal of all welding fumes from the building. The method shall be submitted to Contractor prior to the start of the work and will be the Subcontractor's responsibility to implement and manage.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

Z. FIRE PROTECTION AND HOT WORK PROCEDURES

Daily, before any burning, welding, brazing, soldering or any other hot work is conducted, a Hot Work Permit must be obtained from the Contractor's project team. Terms of the permit must be adhered to.

- All welding and burning work shall be done in accordance with OSHA standards and industry best practices. The movement, storage, and use of cylinders shall be done in accordance with OSHA standards.
- All personnel using gas welding or burning equipment will be fully trained in the use and maintenance of the equipment.
- At minimum, a 10-pound dry chemical ABC fire extinguisher must be within twenty (20) feet of any burning or welding operation. This fire extinguisher is provided by the Subcontractor performing the work.
- A fire watch must be present during, and for no less than thirty (30) minutes after the completion of the work.
- All containers must be FM approved or UL listed. The container must have a self-closing lid and a wire mesh flame arrester. If the can is damaged, it is to be removed from site.
- In accordance with the Hazard Communication Standard, containers will be clearly marked showing the contents, hazard level and any special use or handling requirements.
- Flammable liquids will not be stored within enclosed structures, i.e., building under construction, storage trailers, tool sheds, in stairways or building exits/entrances.
- Observe all NO SMOKING or NO OPEN FLAME signs.
- Fire extinguishers which are provided by Contractor are available for general use. They are generally located at entrances, stair wells, and on each floor. If a fire extinguisher is used, return it immediately to the project trailer to replace it with a fresh one.
- Do not place material in front of, or block extinguishers from view.

AA. TEMPORARY HEAT

- Fresh air shall be supplied in sufficient quantities to maintain the health and safety of employees. Where natural means of fresh air supply is inadequate, mechanical ventilation shall be provided.
- Heaters used in the vicinity of combustible tarpaulins, canvas, or similar coverings shall be located at least ten (10) feet from the coverings. The coverings shall be securely fastened to prevent ignition or upsetting of the heater due to wind action on the covering or other material.
- When heaters are used in confined spaces, special care shall be taken to provide sufficient ventilation in order to ensure proper combustion and maintain the health and safety of employees.
- Solid fuel salamanders are prohibited.
- Every heating unit must have a fire extinguisher immediately available.
- Never leave an operating heater unattended during non-working hours.

BB. ASBESTOS

- Subcontractors that perform work where there is a potential for employees to come into contact with asbestos containing material must complete the required asbestos awareness training prior to commencement of work activities.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Subcontractor must notify Contractor if any material containing asbestos is encountered during performance of the Subcontractor's Work.
- Subcontractor is prohibited from storing or installing any equipment or material containing asbestos on the project site.
- Subcontractor is solely responsible for the prevention of asbestos containing material or equipment to be installed as part of its Work.

CC. HAZARDOUS MATERIAL

- Subcontractor must notify the Contractor if any Hazardous Material is encountered during performance of Subcontractor's Work.
- Subcontractor is prohibited from distributing, removing or storing of any equipment or materials deemed to contain hazardous material, unless required by the Contract Documents.
- Subcontractor is solely responsible for prevention of hazardous materials being installed as part of its Work.
- Subcontractor is responsible for all disposal of chemicals and containers used in the construction of their work on this project. Subcontractor will provide to the Contractor OSHA-required Master Chemical and Substance Inventory Lists including all safety data sheets (SDS) on all chemicals before delivered to the jobsite.

DD. ELECTRICAL

- All electrical tools and equipment will be properly grounded. Absolutely no defective tools may be used on site.
- Extension cords are allowed to be used on a temporary basis only, and in conjunction with a GFCI. All extension cords must be twelve (12) gauge or larger and rated for hard usage.
- Portable Class A ground fault circuit interrupters are required when using any portable and held power tool.
- When working on or near live electrical components the following practices are required:
 - No conductive clothing or jewelry can be worn.
 - Tools must be properly insulated.
 - Subcontractor's employees must be qualified to work on or near live equipment.
 - Exposed electrical components that could be a potential shock hazard to others in the area must be posted with a warning sign and barricaded.
 - Permit for energized electrical work must be completed and submitted to the Contractor prior to commencement of energized work. beginning.
- Only properly trained and qualified personnel shall perform electrical work.
- Subcontractor's written Lockout/Tagout/Tryout procedure must be on site and followed.

EE. EQUIPMENT AND TOOLS

- Subcontractor's personnel must have proper training prior to tool use.
- Internal combustion-driven equipment cannot be used inside the building unless adequate ventilation is provided and approved by Contractor.
- All construction vehicles such as dump trucks, ready mix rigs, earth movers, forklifts, etc., must be equipped with audible alarms that sound a continuous warning as the vehicle is backing up.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Seat belts must be used as required.
- Cell phone use is prohibited while operating tools or equipment.
- All forklift operators must be trained and certified to operate the forklift. A certification card or some other means of training documentation must be with the operator at all times.
- Pneumatically powered tools must be secured to the hose.
- Loaded equipment must never be left unattended.
- All power equipment and machinery must be shut down when not in use; never leave machinery running unattended.
- Any machine part, function, or process, which may cause injury, must be guarded.
- Where the operation of equipment or machines have the potential to contact employees, structures, or the public in congested/tight areas, the hazard must be either controlled or eliminated by the use of spotters.
- Inspect all equipment and tools before each work shift for defects or damage. Damaged or defective equipment or tools must be removed from service by tagging "Do Not Use" or physically removing from the jobsite.
- All of Subcontractor's employees operating any lift equipment must be able to provide proof of training if requested.
- When work is being performed overhead, Subcontractor shall provide suitable barricades to protect the area below.
- Subcontractor's personnel must be knowledgeable with the capacity and operational limitations of any elevated work platform.

FF. CRANES AND RIGGING

- The Subcontractor in charge of the crane shall ensure that the capacity, ground conditions, and all other conditions are acceptable, and if are not, shall notify Contractor's project team with their proposal to implement any corrections or necessary modifications.
- Cranes must have a current annual inspection. If the inspection certificate expires while the crane is on site, it must be re-inspected. Documentation of the inspections shall be submitted to Contractor upon request.
- Crane operator's certifications must be submitted to the Contractor's project team and be available for inspection at all times.
- Subcontractors may be required to participate in "Pre-Lift" meeting at which time full cooperation is expected. The Subcontractor must be prepared to discuss lifting procedures, crane selection and capacities, rigging, load weights and configuration and other pertinent items.
- The swing radius of the crane must be barricaded or otherwise guarded.
- Only one person is to signal the crane operator at a time (hand signals, radio, hard line, etc.). Subcontractors are responsible to provide a qualified signal person.
- Loads shall be tag-lined, unless the use of the tagline would pose a greater hazard.
- Cell phone use is prohibited while operating a crane.
- Subcontractors must provide acceptable means of communication (i.e. radios) between signal person and crane operator for operations under their control.
- When overhead utilities are present, sufficient clearance distances must be maintained in accordance with OSHA.
- A critical lift plan shall be completed and submitted to Contractor anytime:
 - Two (2) or more cranes are used to make a lift;

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- When load weight exceeds 75% of the load chart (at the specific boom angle and radius);
- Any lift involving lifting employees in a personnel basket;
- Any lift the Contractor's project team believes would require additional safety considerations.

GG. PERSONNEL BASKETS

The use of a crane to lift personnel MUST be a last resort operation. The feasibility of the use of personnel lifts, scaffolds, etc., must be reviewed prior to using a crane as a personnel lift. In the event that a personnel lift must be made on a Contractor project, the Director of Environmental, Health and Safety must approve the operation, and must review all steps prior to the operation beginning.

HH. RIGGING AND MATERIAL HANDLING

- Subcontractor is responsible to provide qualified riggers. Training documentation shall be made available upon request.
- Rigging shall be inspected prior to use and as necessary throughout the course of the day.
- If any rigging is found to be worn or damaged, it shall be removed from service immediately. Each subcontractor is responsible for complying with rigging requirements set forth by OSHA and rigging manufacture.
- Rigging equipment should never be used beyond its rated capacity.
- Stacked materials are to be kept neat and orderly. Materials shall be stacked in a manner to prevent tipping, falling, shifting or rolling.

II. CONFINED SPACE ENTRY

- Personnel may not enter permit-required confined spaces without a confined space entry permit.
- Personnel must be trained in confined space entry procedures, as well as related procedures (e.g., use of respirators) prior to working in confined spaces and must utilize their company's confined space entry permit.
- Subcontractor must have industrial hygiene atmospheric monitoring equipment available.
- Subcontractor must have rescue/retrieval equipment available at point of entry. Workers must provide training records.
- Subcontractor shall conduct air monitoring of any confined space to determine if the space is a permit-required confined space.
- Subcontractor shall coordinate entry operations with the Contractor's project team.
- Subcontractor shall inform the Contractor's project team of the permit space program that will be utilized.
- Subcontractor shall hold a debriefing conference at the completion of the entry operation or during the entry operation, if needed, to inform Contractor of any hazards confronted or created.

JJ. CONCRETE AND MASONRY

- All concrete, masonry or other silica-generating cutting process must be done with wet-methods. Dust control measures (engineering or other controls) are to be implemented for all other silica and dust generating operations.

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Grinding silica will be conducted as to not expose surrounding employees and existing facilities to elevated levels of silica and respirable dust.
- Subcontractors (or masonry subcontractor when applicable) are responsible for notifying Contract or of any changes or modifications to anchor bolts and any issues related to concrete strength or performance.

KK. TRAFFIC AND PEDESTRIAN CONTROL

- Work on or adjacent to roadways must be conducted in accordance with state statutes and the current version of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certified flagger control must be provided in accordance with state requirements.
- Signs and barricades must be removed immediately when no longer applicable or required.

LL. TRENCHING AND EXCAVATIONS

- Any penetration of ground requires a Dig Permit from the Contractor's project team. Penetration of the grounds includes, but is not limited to, trenching, excavating, digging, directional boring, tree spades, tent staking, fence posts, or sign installation (temporary or permanent). The Subcontractor that will be performing any ground penetrating activity is responsible for requesting and obtaining authorization and a permit from the Contractor's project team prior to engaging in any ground penetrating activity. The purpose of the Dig Permit is to prevent injury to any individual performing ground penetrating activity as well as injury to third party persons, and avoid damage to utilities.
- Pits, trenches, and other excavations shall be shored/shielded, protected or sloped to the OSHA required angle of repose, barricaded, and provided with proper access within twenty-five (25) feet of workers.
- A "competent person" meeting the OSHA definition will be available at all times to oversee any work involving trenching and excavating.
- The manufacturers tabulated data will be readily available for the trenching protection system to be used.
- Subcontractor employees are prohibited from entering for any purpose any trench, excavation, or pit, which is not protected by an approved method, and with approved egress.
- Spoil piles shall conform to OSHA requirements at all times.
- Employees are prohibited from working in close proximity, or under any load, with excavation equipment, which is proceeding.
- Equipment and materials shall not be parked or stored so as to increase the possibility of soil failure of a trench or excavation.
- Subcontractor is responsible for protecting excavations six (6) feet or more in depth from falling by guardrail systems, fences, or barricades.
- Wells, pits, shafts, and similar excavations six (6) feet or more in depth shall be protected from falling by guardrail systems, fences, barricades, or covers.
- Subcontractor is responsible to positively identify any and all subsurface lines, piping or equipment, which could be damaged by excavation. No excavation work is permitted until all of the following underground utility damage prevention activities are performed:
 - Check to see if the One Call Ticket(s) is current (check ticket number and a copy must be with subcontractor foreman and/or the excavator).

BID REQUIREMENTS

SUBCONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

(Attachment "C")

- Check to see if One Call locates have been completed (look at due date).
- Check to see if all listed stakeholders have responded to the One Call locate request and the contact information is available for every stakeholder on the project.
- Make sure you have a detailed field sketch of the survey marks to protect them and document the response to the locate request.
- Check to see if the locate marks have been disturbed, moved or destroyed.
- Check for critical facilities on site including restriction on excavation, encroachment permits and notify the appropriate stakeholders, if required (excavation in and around some critical and hazardous facilities require an inspector on site to ensure the integrity of the systems during the excavation process; prior notice is often required on gas, oil, high voltage and some communication systems).
- Check to see if the physical conditions, surface utility structures, risers, pedestals, previous markings and job site work plan match and confirm the marks (if not, or if marks look disturbed, request a remark).
- Check for any privately-owned facilities which may not participate in the One Call ticket system, but which may exist, e.g., lighting, landscape lights, irrigation, sprinkler systems, power outlets and septic systems. If any evidence is found, contact the owner, the engineer and wait until the systems have been located and marked.
- Check for any new construction, utility trenches or evidence of new utility installations.
- Check to see if all services and utility laterals have been located, identified and marked. If not, make sure the laterals are marked prior to commencing work, add the information to the site plans by notifying Contractor's project team.
- Check the prints and verify all the utilities shown on the plan agree with the mark outs.

MM. POTABLE WATER

- Subcontractors must supply adequate supply of potable water to their employees.
- Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap. Water shall not be dipped from containers.
- Any container used to distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.
- The common drinking cup is prohibited.
- Where single service cups (to be used but once) are supplied, both a sanitary container for unused cups and a receptacle for disposing of the used cups shall be provided.

Revised 2.13.2018

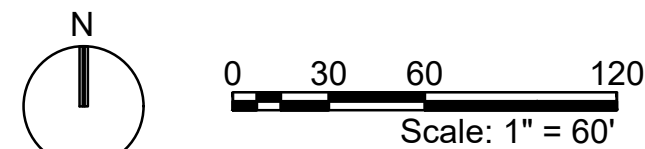
BID REQUIREMENTS

CONSTRUCTION SCHEDULE
(Attachment "D")

The estimated dates of construction are October 11, 2021, through March 11, 2023.

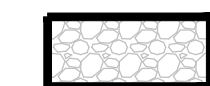
BID REQUIREMENTS

SITE LOGISTICS PLAN

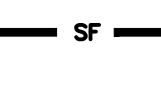


LEGEND

- A. SEE SHEET CG501 FOR EROSION CONTROL DETAILS.
- B. REFER TO SHEET V-001 FOR BASIS OF VERTICAL AND HORIZONTAL CONTROL.
- C. REFER TO SHEET C-001 FOR ADDITIONAL NOTES AND REQUIREMENTS.
- D. CONSTRUCT AND MAINTAIN TEMPORARY GRAVEL ENTRANCES/EXITS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF NORMAN.
- E. THE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING THE BEST MANAGEMENT PRACTICES (BMP'S) SUCH AS STORMWATER STORAGE, DETENTION, EXISTING DRAINAGE SYSTEMS OR ROADWAYS AND MUST COORDINATE THE BMP'S AS REQUIRED FOR CONSTRUCTION PHASING REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- F. WHEN MORE THAN ONE DETAIL IS GIVEN FOR A PARTICULAR EROSION CONTROL METHOD (E.G. INLET PROTECTION), THE CONTRACTOR MAY USE ANY OF THE DETAILED METHODS AT THEIR OPTION, PROVIDED THAT THE CONTRACTOR CONFORMS TO THE CITY OF NORMAN'S REQUIREMENTS.
- G. THE CONTRACTOR SHALL MAINTAIN A STORMWATER EROSION PREVENTION PLAN AT THE JOB SITE, POSTED AND READILY AVAILABLE TO THE PUBLIC, THAT INCLUDES THE MOST CURRENT VERSION OF THE EROSION CONTROL PLAN. THIS PLAN SHALL BE KEPT UP TO DATE AND SHALL ANY CHANGES TO THE EROSION CONTROL BMP'S AND ALL MAINTENANCE THAT HAS BEEN PERFORMED ON THE BMP'S, ALONG WITH THE DATES OF SUCH CHANGES AND MAINTENANCE, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF NORMAN.
- H. THE CONTRACTOR SHALL MAINTAIN ALL BMP'S IN A FUNCTIONAL CONDITION, EFFECTING MAINTENANCE AT ANY TIME A GIVEN BMP HAS IMPAIRED FUNCTION DUE TO DAMAGE OR SEDIMENT BUILDUP. IMPAIRED FUNCTION INCLUDES, BUT IS NOT LIMITED TO, TORN OR DOWNED SILT FENCE, TORN ROCK BAGS, WASHED-OUT GRAVEL AND RIP-RAP AND ANY OTHER DEFECT OR DAMAGE THAT IMPAIRS THE FUNCTION OF A BMP. THE CONTRACTOR SHALL INSPECT ALL BMP'S AT LEAST ONCE PER WEEK AND AFTER ANY RAINFALL OF 1" OR MORE.



TEMPORARY GRAVEL
CONSTRUCTION ENTRANCE



SILT FENCE



ROCK BAG BARRIER



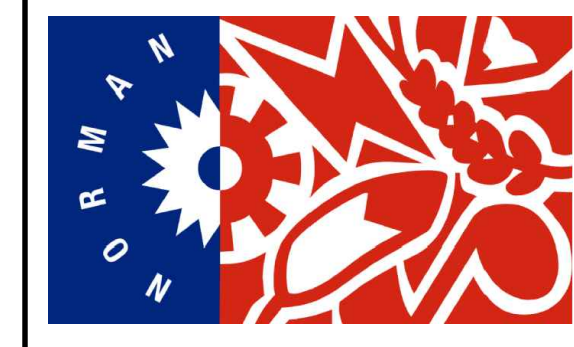
CONCRETE WASHOUT



5801 Broadway Extension, Suite 500
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City of Norman
Young Family Athletics Center
Norman, Oklahoma



REVISION HISTORY:

[illegible]

△	DESCRIPTION
PROJECT INFORMATION:	

DESIGNED BY:	PSG
DRAWN BY:	PSG
REVIEWED BY:	JGD
PROJECT MANAGER:	

PROJECT NUMBER:
2018-069-01

SHEET TITLE:

EROSION CONTROL PLAN

ISSUE DATE:
07/26/2021

SHEET NUMBER:

CG201

BID PACKAGE 2

BID REQUIREMENTS**CONTRACT DOCUMENT LOG****(Attachment "F")****General**

G-002	COVER SHEET - BID PACKAGE 2	7/26/2021
G-011	SHEET INDEX -BID PACKAGE 2	7/26/2021
G-013	SHEET INDEX – BID PACKAGE 4	10/01/2021
G-100	CODE SUMMARY	10/01/2021
G-101	COMPOSITE CODE COMPLIANCE PLANS	10/01/2021
G-102	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR A	10/01/2021
G-103	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR A & B	10/01/2021
G-104	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR D & E	10/01/2021
G-105	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR F	10/01/2021
G-106	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR G	10/01/2021
G-107	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR H	10/01/2021
G-108	CODE COMPLIANCE PLAN – GROUND FLOOR SECTOR J	10/01/2021
G-109	CODE COMPLIANCE PLAN – SECOND FLOOR SECTOR C	10/01/2021
G-110	OCCUPANCY SCHEDULES	10/01/2021

Civil

C-001	GENERAL NOTES AND LEGEND	7/26/2021
C-501	CIVIL DETAILS	7/26/2021
C-502	CIVIL DETAILS	8/30/2021
C-503	CIVIL DETAILS	8/30/2021
C-504	CIVIL DETAILS	8/30/2021
C-505	CIVIL DETAILS	8/30/2021
CD101	DEMOLITION PLAN	7/26/2021
CG201	EROSION CONTROL PLAN	7/26/2021
CG101	SITE GRADING	9/21/2021
CG501	EROSION CONTROL DETAILS	7/26/2021
CP100	TRAE YOUNG PLAN & PROFILE	9/21/2021

BID REQUIREMENTS**CONTRACT DOCUMENT LOG****(Attachment "F")**

CU101	OVERALL UTILITY PLAN	9/21/2021
CU102	WATER LINE 1 PLAN AND PROFILE SHEET	9/21/2021
CU103	WATER LINE 1 PLAN AND PROFILE SHEET	9/21/2021
CU104	WATER LINE 1 PLAN AND PROFILE SHEET	9/21/2021
CU105	WATER LINE 2 & 3 PLAN AND PROFILE	9/21/2021
CU110	OVERALL STORM SEWER PLAN	9/21/2021
CU111	STORM LINE 1 PLAN AND PROFILE	9/21/2021
CU112	STORM LINE 2 PLAN AND PROFILE	9/21/2021
CU113	STORM LINE 3 PLAN AND PROFILE	9/21/2021
CS101	OVERALL SITE PLAN	9/21/2021
CS102	ENLARGED SITE PLAN	9/21/2021

Structural

S-001	GENERAL NOTES	10/01/2021
S-002	SPECIAL INSPECTIONS	10/01/2021
S-003	SPECIAL INSPECTIONS	10/01/2021
S-004	TYPICAL DETAILS – FOUNDATION AND SLAB	10/01/2021
S-005	TYPICAL DETAILS – MASONRY	10/01/2021
S-006	TYPICAL DETAILS – FRAMING	10/01/2021
S-007	TYPICAL DETAILS – BASE PLATES	10/01/2021
S-008	TYPICAL DETAILS – BRACING	10/01/2021
SB100	COMPOSITE FOUNDATION/SLAB PLAN	10/01/2021
SB101	FOUNDATION PLAN – SECTOR A	10/01/2021
SB102	FOUNDATION PLAN – SECTOR B AND C	10/01/2021
SB103	FOUNDATION PLAN – SECTOR D AND E	10/01/2021
SB104	FOUNDATION PLAN – SECTOR F	10/01/2021
SB105	FOUNDATION PLAN – SECTOR G	10/01/2021
SB106	FOUNDATION PLAN – SECTOR H	10/01/2021

BID REQUIREMENTS

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SB107	FOUNDATION PLAN – SECTOR J	10/01/2021
SB111	SLAB AND CURB PLAN – SECTOR A	10/01/2021
SB112	SLAB AND CURB PLAN – SECTOR A	10/01/2021
SB113	SLAB PLAN – SECTOR B AND C	10/01/2021
SB114	SLAB PLAN – SECTOR D AND E	10/01/2021
SB115	SLAB AND CURB PLAN – SECTOR F	10/01/2021
SB116	SLAB AND CURB PLAN – SECTOR G	10/01/2021
SB117	SLAB AND CURB PLAN – SECTOR H	10/01/2021
SB118	SLAB AND CURB PLAN – SECTOR J	10/01/2021
SB121	WALL PLAN – SECTOR A	10/01/2021
SB122	WALL PLAN – SECTOR C	10/01/2021
SB401	ENLARGED FOUNDATION AND SLAB PLANS	10/01/2021
SB501	FOUNDATION DETAILS	10/01/2021
SB502	FOUNDATION DETAILS	10/01/2021
SF100	COMPOSITE ROOF FRAMING PLANS	10/01/2021
SF101	SECOND FLOOR FRAMING PLAN – SECTOR C	10/01/2021
SF111	LOW ROOF FRAMING PLAN – SECTOR A	10/01/2021
SF112	LOW ROOF FRAMING PLAN – SECTOR B AND D	10/01/2021
SF113	LOW ROOF FRAMING PLAN – SECTOR E AND G	10/01/2021
SF121	HIGH ROOF FRAMING PLAN – SECTOR A	10/01/2021
SF122	HIGH ROOF FRAMING PLAN – SECTOR C	10/01/2021
SF123	HIGH ROOF FRAMING PLAN – SECTOR F	10/01/2021
SF124	HIGH ROOF FRAMING PLAN – SECTOR G	10/01/2021
SF125	HIGH ROOF FRAMING PLAN – SECTOR H	10/01/2021
SF126	HIGH ROOF FRAMING PLAN – SECTOR J	10/01/2021
SF201	FRAMING ELEVATIONS	10/01/2021
SF202	FRAMING ELEVATIONS	10/01/2021
SF203	FRAMING ELEVATIONS	10/01/2021

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SF204	FRAMING ELEVATIONS	10/01/2021
SF205	FRAMING ELEVATIONS	10/01/2021
SF206	FRAMING ELEVATIONS	10/01/2021
SF207	FRAMING ELEVATIONS	10/01/2021
SF208	FRAMING ELEVATIONS	10/01/2021
SF209	FRAMING ELEVATIONS	10/01/2021
SF210	FRAMING ELEVATIONS	10/01/2021
SF211	FRAMING ELEVATIONS	10/01/2021
SF212	FRAMING ELEVATIONS	10/01/2021
SF401	ENLARGED FRAMING PLAN	10/01/2021
SF501	FRAMING DETAILS	10/01/2021
SF502	FRAMING DETAILS	10/01/2021
SF701	COMPOSITE ISOMETRIC	10/01/2021
SF702	GYMNASIUM ISOMETRIC	10/01/2021
SF703	CLINIC ISOMETRIC	10/01/2021
SF704	NATATORIUM ISOMETRIC	10/01/2021
SF705	CORRIDOR AND SHEAR WALL ISOMETRICS	10/01/2021

AQUATIC PLANS

PL100	OVERALL AQUATIC PLAN	10/01/2021
PL101	GENERAL DETAILS AND SCHEDULES	10/01/2021
PL110	POOL A – COMPETITION POOL PLAN	10/01/2021
PL111	POOL A – COMPETITION POOL DIMENSION PLAN	10/01/2021
PL112	POOL A – COMPETITION POOL SECTIONS	10/01/2021
PL113	POOL A – COMPETITION POOL DETAILS	10/01/2021
PL114	POOL A – COMPETITION POOL DETAILS	10/01/2021
PL120	POOL B – PROGRAM POOL PLAN	10/01/2021
PL121	POOL B – PROGRAM POOL DIMENSION PLAN	10/01/2021

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PL122	POOL B – PROGRAM POOL SECTIONS	10/01/2021
PL123	POOL B – PROGRAM POOL SECTIONS	10/01/2021
PL124	POOL B – PROGRAM POOL DETAILS	10/01/2021
PL200	STRUCTURAL NOTES, PLAN AND SCHEDULE	10/01/2021
PL201	STRUCTURAL PLAN AND SCHEDULE	10/01/2021
PL210	STRUCTURAL GENERAL DETAILS	10/01/2021
PL211	STRUCTURAL WALL DETAILS	10/01/2021
PL300	OVERALL PIPING PLAN	10/01/2021
PL301	GENERAL DETAILS	10/01/2021
PL310	POOL A – COMPETITION POOL PIPING PLAN	10/01/2021
PL320	POOL B – PROGRAM POOL PIPING PLAN	10/01/2021
PL400	MECHANICAL EQUIPMENT PLAN	10/01/2021
PL401	MECHANICAL EQUIPMENT LIST	10/01/2021
PL402	MECHANICAL DETAILS	10/01/2021
PL403	MECHANICAL DETAILS	10/01/2021
PL404	MECHANICAL DETAILS	10/01/2021
PL405	DEFENDER DETAILS	10/01/2021
PL510	POOL A MECHANICAL SCHEMATIC	10/01/2021
PL511	POOL A ELECTRICAL SCHEMATIC	10/01/2021
PL520	POOL B MECHANICAL SCHEMATIC	10/01/2021
PL521	POOL B ELECTRICAL SCHEMATIC	10/01/2021
PL600	SURGE TANK PIPE PENETRATIONS	10/01/2021

Division 01 - General Requirements

011000	SUMMARY	7/26/2021
012300	ALTERNATES	10/01/2021
012500	SUBSTITUTION PROCEDURES	7/26/2021
013100	PROJECT MANAGEMENT AND COORDINATION	7/26/2021

BID REQUIREMENTS**CONTRACT DOCUMENT LOG**

(Attachment "F")

013300	SUBMITTAL PROCEDURES	7/26/2021
014000	QUALITY REQUIREMENTS	7/26/2021
014200	REFERENCES	7/26/2021
015723	TEMPORARY STORMWATER POLLUTION CONTROL	7/26/2021
016000	PRODUCT REQUIREMENTS	7/26/2021
017300	EXECUTION	7/26/2021
017700	CLOSEOUT PROCEDURES	7/26/2021
017823	OPERATION AND MAINTENANCE DATA	7/26/2021
017839	PROJECT RECORD DOCUMENTS	10/01/2021

Division 03 – Concrete

033000	CAST-IN-PLACE	10/01/2021
033001	GEOTECHNICAL REPORT	10/01/2021
033511	CONCRETE FLOOR FINISHES	10/01/2021

Division 05 – Metals

051200	STRUCTURAL STEEL FRAMING	10/01/2021
052100	STEEL JOIST FRAMING	10/01/2021
053100	STEEL DECKING	10/01/2021

Division 13 – Special Construction

131113	POOL GENERAL	10/01/2021
131114	POOL START UP	10/01/2021
131118	POOL CONCRETE	10/01/2021
131120	POOL PIPE AND PIPE FITTINGS	10/01/2021
131123	POOL PIPE SUPPORTS	10/01/2021
131124	POOL VALVES	10/01/2021
131125	POOL CENTRIFUGAL PUMPS	10/01/2021

BID REQUIREMENTS**CONTRACT DOCUMENT LOG**

(Attachment "F")

131126	POOL PUMP VFD	10/01/2021
131130	POOL REGENERATIVE MEDIA FILTERS	10/01/2021
131135	POOL ULTRAVIOLET DISINFECTION EQUIPMENT	10/01/2021
131137	POOL CHEMICAL SYSTEMS AND CONTROLS	10/01/2021
131140	POOL HEATING SYTEMS	10/01/2021
131142	PERMETER OVERFLOW GUTTER GRATING	10/01/2021
131145	POOL RAIL GOODS	10/01/2021
131146	POOL EQUIPMENT	10/01/2021
131160	POOL QUARTZ AGGREGATE FINISH	10/01/2021
131161	POOL CERAMIC TILE	10/01/2021

Division 22 - Plumbing

221113	FACILITY WATER DISTRIBUTION PIPING	7/26/2021
221313	FACILITY SANITARY SEWERS	7/26/2021

Division 31 - Exterior Improvements

311000	SITE CLEARING	7/26/2021
312000	EARTH MOVING	7/26/2021
316329	DRILLED CONCRETE PIERS AND SHAFTS	10/01/2021
321216	ASPHALT PAVING	7/26/2021
321723	PAVEMENT MARKINGS	7/26/2021
321726	TACTILE WARNING SURFACING	7/26/2021

Division 33 - Site Utilities

334100	STORM UTILITY DRAINAGE PIPING	7/26/2021
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Survey/Mapping

V-001	ORIGINAL SURVEY	7/26/2021
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BID REQUIREMENTS

OKLAHOMA PUBLIC SUBCONTRACT AGREEMENT SAMPLE

SUBCONTRACT AGREEMENT



25 North Cascade Avenue, Suite 400, Colorado Springs, Colorado 80903
<http://www.gejohnson.com>

Telephone (719) 473-5321 Fax (719) 473-5324

No. _____

This Subcontract Agreement ("Subcontract") dated _____, 20____, is made
by and between

_____	Contact	_____
_____	Phone	_____
_____	Fax	_____
_____	E-mail	_____

hereinafter called the Subcontractor, and G.E. Johnson Construction Company, Inc., hereinafter called the Contractor, for work to be performed on

Project	_____	hereinafter called the Project, located at
Address	_____	for the use and benefit of
Owner	_____	hereinafter called the Owner, in complete accordance with the plans and specifications prepared by
Architect	_____	hereinafter called the Architect/Engineer, including
Addenda	_____	and as modified by the Owner's acceptance of
Alternates	_____	

The Contractor and Subcontractor have agreed and hereby do agree:

1. The Subcontractor agrees to furnish all labor (including supervision), material, supplies, machinery, equipment, fixtures, taxes, insurance, permits, fees, and/or tools to perform all work (hereinafter called "Work") as described herein, pursuant to the contract documents (including plans, specifications, addenda, alternates, and all amendments and modifications thereto) set forth, hereinafter called "Contract Documents." The agreement between the Contractor and the Owner ("Prime Contract") is incorporated herein by reference as part of the Contract Documents. Subcontractor agrees to be bound to the Contractor by the same terms as the Contractor is bound to the Owner and Subcontractor assumes toward the Contractor all obligations and responsibilities which the Contractor assumes towards the Owner. Subcontractor agrees to perform this Subcontract in accordance with the Contract Documents and subject to the approval of the Owner, Contractor and Architect/Engineer. Subcontractor acknowledges that it has fully examined the Contract Documents, investigated the site of the work, has had all questions answered to its satisfaction by the Architect/Engineer and Contractor, and has not contemplated any substitutions except those accepted by the Architect/Engineer. The word Contractor, Construction Manager and/or General Contractor used throughout the Contract Documents shall mean Subcontractor as applicable to Subcontractor's scope of Work required by this Subcontract.
2. Subcontractor acknowledges its responsibility, prior to entering into this Subcontract, to investigate and familiarize itself, without limitation: (a) with all laws, ordinances, and regulations applicable to the Work under this Subcontract; (b) with the availability and adequacy of personnel, workmen, material, supplies, equipment, power, utilities, fuel, etc., and, with respect to each of the foregoing, the cost and suitability thereof; (c) with the Prime Contract, Subcontract and any purchase orders, agreements and/or other arrangements for supplies and material to be furnished for the use of Subcontractor; (d) with all royalties, underground and site conditions, prevailing weather and climatological conditions and history; and (e) with any other factor(s) which may affect Subcontractor's Work under this Subcontract. Subcontractor warrants and agrees that it has investigated all such matters and familiarized itself therewith to the extent that Subcontractor, in its sole discretion, deems necessary. Subcontractor further agrees that Contractor shall not be liable to Subcontractor on any claim for additional payment, additional time, or any other claim whatsoever, if such claim directly or indirectly results from Subcontractor's failure to investigate and familiarize itself sufficiently with the conditions under which its Work under this Subcontract is to be performed, including the foregoing, or from any misunderstanding thereof on the part of Subcontractor.
3. Contractor is entitled to recover any and all damages Contractor may incur, as well as all expenses, costs and attorneys' fees Contractor may incur, which may arise from the breach of this Subcontract by Subcontractor and/or by an enforcement action of Contractor against Subcontractor.
4. Due to the responsibilities assumed by Contractor to Owner in the Prime Contract, including but not limited to completion of Contractor's Work and Subcontractor's Work, Contractor may require that Subcontractor provide either coverage through a Subcontractor Performance Fund or proof of a Performance Bond and Payment Bond for Subcontractor's obligations under this Subcontract, including Subcontractor's Work. The Subcontractor hereby agrees to furnish 100% Performance Bond and Payment Bond to the Contractor in the amount of _____ (\$ _____) if requested at any time by the Contractor. Surety companies executing Bonds must appear on the Department of the Treasury's most recent Federal Register, Fiscal Service Dept. Circular 570, as amended, with a dollar underwriting limitation equal to or greater than the individual bond penalties provided, and be duly licensed to transact business in the state where the Project is located. Further, said Surety companies executing Bonds must be rated A-X or better, as listed in Best's most recent Property Casualty Key Rating Guide. In the event Subcontractor's Surety is deleted from the Circular or its Best's rating falls below A-X during the course of construction, the Subcontractor, at its sole expense, must immediately replace the Bonds with new Bonds acceptable to Contractor. Alternatively, Contractor may require Subcontractor to obtain coverage for its performance of this Subcontract with a Subcontractor Performance Fund. The cost of Bonds or Subcontractor Performance Fund coverage is to be included in the Subcontract amount. The Surety and the Performance and Payment Bond forms or Subcontractor Performance Fund coverage provided by the Subcontractor are subject to the Contractor's review and final approval. If Subcontractor fails to furnish the requested bonds or Subcontractor Performance Fund coverage within 15 days after Contractor's written request, Subcontractor shall be deemed to be materially in default of the Subcontract. Failure to deliver Bonds or Subcontractor Performance Fund coverage as required shall constitute sufficient cause for withholding of payment to Subcontractor, termination of the Subcontract, or other action as the Contractor, in its sole discretion, may undertake to protect its interests. In the event of any change order resulting in the performance of additional Subcontractor Work, the penal sum of the Bonds shall be increased by an amount at least equal to the cost of additional Subcontract Work. Prior to the start of the Subcontractor's Work, Subcontractor agrees to procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive Automobile Liability Insurance on an occurrence basis, Comprehensive or Commercial General Liability Insurance on an occurrence basis, Contractual Liability Insurance on an occurrence basis, and any other insurance required of Subcontractor, in the minimum amounts and coverages set forth in Attachment "A" – Subcontractor/Vendor Insurance Requirements and Compliance Statement, to protect its workers at all times and

- save the Contractor and Owner harmless, and to fully defend and indemnify the Contractor and Owner from any liability or suit arising from the acts or omissions of the Subcontractor, including all fees, costs and expenses associated with same.
5. Contractor and the Owner shall be named as additional insureds on each of these policies except Worker's Compensation. Subcontractor's insurance policies shall include endorsements requiring the insurer to provide Owner and Contractor with written notice of cancellation or renewal in accordance with the policy provisions. Subcontractor's failure to deliver proper proof of insurance for Worker's Compensation, Employer's Liability, Comprehensive Automobile Liability, Comprehensive or Commercial Liability, and Contractual Liability coverage, all as set forth above, within ten (10) days of the date of this Subcontract and prior to commencing Subcontract Work shall constitute sufficient cause for withholding of payments to Subcontractor, termination of this Subcontract, or other such action as the Contractor, in its sole discretion, may undertake to protect its interest.
6. Subcontractor's liability insurance is primary with respect to coverage afforded to the Contractor and Owner as additional insureds. No action of Contractor shall be deemed to constitute a waiver of any insurance requirement. Builder's Risk Insurance will be provided as described in the Contract Documents. Subcontractor will be responsible for its proportionate share of the deductibles when making or causing a claim against the builder's risk policy. Contractor shall have the right to apportion responsibility for the deductible. Contractor is not responsible for the adequacy of Builder's Risk Insurance coverage, whether provided by Owner or Contractor, and it is the Subcontractor's responsibility to determine its builder's risk requirements to protect Subcontractor's interests. Subcontractor shall be responsible to obtain and pay for all additional builder's risk or property insurance that it deems necessary. Contractor and Subcontractor waive all rights against each other, the Owner, Architect/Engineer, separate contractors, and all other subcontractors for loss or damage to the extent covered by and paid for by builder's risk or property insurance, except rights that Subcontractor may have to proceeds of such insurance. Should the Subcontractor not be protected by insurance against loss of any Work provided by Subcontractor under this Subcontract caused by fire, flood, earthquake, wind, or any other loss through no negligence on the part of the Contractor, it is agreed that said loss shall be borne by the Subcontractor. Subcontractor agrees that it shall include in its agreement with any lower tier subcontractor an agreement by lower tier subcontractor to the same insurance requirements as set forth herein.
7. The Contractor agrees to pay the Subcontractor for the performance of its Work the sum (or unit price) of _____ (\$ _____) in current funds, subject to the provisions of this Subcontract and the Contract Documents, in accordance with the following provisions:
- a. Subcontractor agrees, as a condition precedent to any payments being made by Contractor hereunder, to provide Contractor with an acceptable breakdown of Subcontract amounts (schedule of values), all required proof of insurance, all project scheduling information, and Performance and Payment Bonds (with acceptable Sureties), each on forms acceptable to Contractor, or proof of a Subcontractor Performance Fund, if necessary.
- b. Provided Subcontractor's rate of progress and performance is satisfactory to Contractor and Owner and provided that Subcontractor is in full compliance with each and every provision of this Subcontract and Subcontractor has submitted to Contractor applications for payment on forms acceptable to Contractor, along with all supporting documentation, partial payments (based upon a schedule of values approved by Contractor) will be made to the Subcontractor on a monthly basis for the portion of the Work performed in the preceding month in accordance with monthly estimates prepared by Subcontractor and submitted to the Contractor by the _____ day of the month and as approved by Contractor and the Owner's representative. Contractor and Subcontractor expressly agree that payment to Contractor on Subcontractor's account by Owner is an absolute condition precedent to Contractor's obligations to pay Subcontractor under this Subcontract. Subcontractor expressly agrees that it relies exclusively on the credit of Owner, not Contractor, for payment of its Work and Subcontractor waives all right to commence any litigation for payment from Contractor until Contractor actually receives payment from Owner for Subcontractor's Work. Payment to Subcontractor shall not constitute or imply acceptance by Contractor or Owner of any portion of Subcontractor's Work. Subcontractor agrees to furnish Contractor with such partial and/or final releases and/or waivers of lien or affidavits of payment Contractor may from time to time request prior to receiving payments under this Subcontract and as a condition precedent to payment hereunder. This Subcontract is payable at the office of Contractor in Oklahoma City, Oklahoma.
- c. An amount equal to five percent (5%) of Subcontractor's approved applications for payment, or such smaller amount as may be authorized by written agreement, shall be retained by Contractor, which retainage shall not be released until:
- 1) Contractor receives Final Payment from Owner;
 - 2) Owner accepts Subcontractor's Work;
 - 3) Subcontractor furnishes Contractor with satisfactory evidence that all obligations of Subcontractor pursuant to this Subcontract which may be the basis for a claim against the premises (e.g., lien), retainage, or payment bond have been completely satisfied and paid in full;
 - 4) All terms, conditions, requirements and covenants of this Subcontract have been met and discharged by the Subcontractor;
 - 5) Subcontractor provides all applicable guarantees and warranties;
 - 6) Subcontractor furnishes final lien and claim releases through forms approved by Contractor, for itself and all of its subcontractors and suppliers regardless of tier; and
 - 7) Subcontractor furnishes releases and/or certifications from all applicable governmental agencies concerning the Subcontractor's Work as the Contractor may require.
- d. In the event the Subcontract contains unit price items, it is agreed that any quantities mentioned are approximate only and are subject to change as required by the Subcontract and as ordered and directed by the Contractor.
- e. If the Prime Contract permits payments for stored materials, Subcontractor may invoice for materials, not incorporated in the Work, but delivered and suitably stored at the site, or in approved off-site bonded and insured storage facilities, but only when so provided by the Prime Contract and pursuant to the terms of the Prime Contract, accompanied by a bill of sale, evidence of proper insurance, and only to the extent Contractor receives payment from Owner for the same. Subcontractor further agrees that the storage of such materials shall be at Subcontractor's own risk until acceptance of Subcontract Work. Subcontractor shall pay for all costs of storage and protection, whether on-site or off-site.
- f. Subcontractor shall not assign proceeds of the Subcontract without prior written consent of Contractor. Provided that Contractor consents to assignment of proceeds, Subcontractor shall require its assignee in writing to accept, acknowledge and be bound by all of the terms and conditions of the Subcontract.
- g. Subcontractor acknowledges that all payments received or which are otherwise due under this Subcontract shall constitute a trust fund in favor of the laborers, materialmen, governmental agencies, lower tier subcontractors and suppliers, and all others who are legally entitled to claim on the premises covered by this Subcontract or otherwise file a claim against any retention or payment bond. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayments, or Contractor's good faith determination that the remaining balance of payments may not be sufficient to insure completion of the Work covered by this Subcontract in accordance with its terms or to pay lien, retention or bond claims. If the Contractor determines, in good faith, that the Subcontractor is obligated to the Contractor or anyone else for labor, fringes, taxes, supplies, materials, equipment, rental or other proper charge against the Work covered by this Subcontract Agreement, the amount of such obligation may be deducted and offset by the Contractor from any payment or payments, present or future, made under this provision. Any such changes shall be recorded by Subcontractor in its accounting records as a recoupment entry. The Contractor may from time to time require and the Subcontractor shall promptly provide a statement in writing setting forth all amounts, if any, that are due or payable by Subcontractor to third parties for labor, fringes, taxes, permits, fees, supplies, materials, equipment, rental or other proper charge in connection with or arising out of Subcontractor's performance of the Subcontract Work, and the Contractor may withhold from any payment, partial or final, otherwise due under this Subcontract, such sums as the Contractor reasonably may determine are necessary to secure and protect the Contractor or the Owner from claims or liens that may be asserted by said third parties. The Contractor reserves the right to make any payment to Subcontractor, including payments due hereunder, through the medium of joint check payable to the joint order of Subcontractor and such of Subcontractor's workmen, materialmen, suppliers or subcontractors or any of Subcontractor's creditors having potential rights against the Work, or any of them, whose claim against Subcontractor shall in the Contractor's sole determination be in jeopardy of non-payment. Each joint check is subject to Contractor's administrative fee of _____ percent.
- h. The Contractor may deduct or offset from payments to be due or to become due to Subcontractor pursuant to this Subcontract any sums due or to become due to Contractor from the Subcontractor whether or not said sums are in any way related to Project that is the subject of this Subcontract. The Contractor may apply such deducted funds to any account, related or unrelated to this Subcontract or Project, wherein the obligations of the Subcontractor have not been properly discharged as determined by the Contractor and where the Contractor's interests are directly or indirectly involved.
- i. If the terms of the Subcontract provide for the payment of work performed on a unit price basis, the unit of measure for payment shall be one for which certified verification of weights or quantities can be furnished at the time of delivery and in quantities approved by the Owner. In the event the parties fail to agree on the actual quantity performed, Contractor and/or the Owner shall have the right to measure the quantity of work in place and make payment on the basis of such measurement.
- j. On final completion of the Subcontract Work and payment therefore in full by the Owner to Contractor, Subcontractor may be paid the remaining amount due Subcontractor under this Subcontract. Subcontractor shall as a condition precedent to final payment and before payment of any retention, execute and deliver to Contractor a full and valid release and complete discharge of and from any and all claims and demands whatsoever for all matters arising from or in any manner connected with or founded upon this Subcontract or the Work contemplated hereunder. Final payment shall constitute a waiver of all claims by the Subcontractor except those previously made as set forth elsewhere herein and identified by the Subcontractor as unsettled at the time of its final application for payment.
8. Subcontractor agrees to prosecute its Work to be performed hereunder in such a manner as to cause no delay whatsoever to the Contractor, Owner, separate contractors, or other subcontractors on the Project. Should the Subcontractor fail to provide sufficient materials, equipment, or labor to meet work schedules, fail to properly coordinate the Work, become insolvent or unable to perform, fail to promptly pay bills or meet payrolls, refuse to follow the Contract Documents, cause delay to the Contractor, or in any other way fail to act in accordance with the terms of this Subcontract, the Contractor shall have the right to:
- a. Withhold payments on account of Work already furnished until such time as satisfactory progress is resumed and maintained.

- b. Upon two (2) days' written notice given to the Subcontractor, Contractor may hire additional workmen, purchase materials, rent equipment, or employ others to perform such portions of the Work under this Subcontract at Subcontractor's expense and for the account of the Subcontractor, without terminating this Subcontract. Contractor is only required to give one (1) written notice; written notice is not required per occurrence.
- c. Terminate this Subcontract under the following terms and conditions:
- 1) Prior to termination of the Subcontract, Contractor shall give written notice to the Subcontractor of the nature and extent of the breach or corrective measurements required of the Subcontractor and shall allow five (5) days from the date of the notice for Subcontractor to correct such breach. In the event that Subcontractor has not corrected such breach within the allowed period, Contractor shall have the right to declare this Subcontract terminated.
 - 2) In the event that the Subcontract is terminated in accordance with the provisions above, Subcontractor shall be liable to Contractor for all damages including but not limited to the cost of completion of the Work under this Subcontract, delay damages, extended overhead, reasonable attorneys' fees and expenses, and any and all other incidental and consequential damages incurred by the Contractor as a result of the breach.
 - 3) In the event that Subcontractor is not able to properly perform administratively, e.g., inability to properly respond to change directives, supply required engineering of submittals, provide proof of current insurance, provide proof of current and valid Subcontractor licensing and/or registration, provide Performance and Payment Bonds or proof of Subcontractor Performance Fund, promptly respond to directives and inquiries, or otherwise conduct required business, such shall be grounds for termination upon five (5) days written notice. If Subcontractor is insolvent, bankrupt, or otherwise unable to deal timely with normal costs and expenses associated with its Work, Subcontractor shall be deemed immediately in default and the Contractor shall have the right to terminate the Subcontract.
 - 4) In the event Owner, for any cause, suspends work under the Prime Contract, Contractor may order Subcontractor to suspend work under this Subcontract. Subcontractor shall not be entitled to any additional compensation or damage for such suspension, except and only to the extent Contractor receives additional compensation from Owner under the provisions of the Prime Contract for the Work covered by this Subcontract.
9. Subcontractor expressly agrees to accept and to abide by Section 8 above and further agrees that termination of Subcontract shall not be made the basis of any litigation against the Contractor to secure additional compensation or damages. Subcontractor further agrees that in the event it becomes necessary for Contractor to invoke this clause or the Subcontractor defaults on or abandons its Work, that none of Subcontractor's materials, temporary facilities, tools, or equipment shall be removed, but instead shall remain for the Contractor's use in completing the Work under this Subcontract. Under such circumstance, the Contractor shall not be liable for any rent or other expense incurred in the use of Subcontractor's materials, temporary facilities, tools, or equipment in order to complete the Subcontract Work.
10. Contractor may at any time by written authorization of Contractor's authorized representative, without notice to the Subcontractor's sureties and without invalidating this Subcontract, make changes in, additions to, and deletions from the Work to be performed under this Subcontract and Subcontractor shall promptly proceed with the performance of this Subcontract as so changed. Any increase or decrease of the Subcontract price or time resulting from such change or extra work shall be agreed upon in writing by the Contractor and Subcontractor. Subcontractor shall make no claims for compensation for extra work or change unless the same shall be agreed upon in writing by the Contractor prior to the performance of any such extra work or change. In the case of any dispute over the adjustment of the cost or time, Subcontractor shall give Contractor written notice of its intent to make claim whether for an extension of time or adjustment in contract price. The notice shall describe with particularity:
- a. Any and all occurrence(s) giving rise to the Subcontractor's claim; and
 - b. The portion(s) of the Subcontractor's work known to be affected.
- Such notice shall be provided in writing within five (5) calendar days of the occurrence upon which the Subcontractor's claim is based. The provision of notice required by this section shall be a condition precedent to the Subcontractor's right to make claim, whether against Owner or Contractor. With respect to changes in Subcontractor's Work directed by the Owner, the Subcontract price and time of performance of the Subcontractor's Work shall be adjusted only to the extent that the Contractor receives authorization for payment and/or adjustment of time of performance of the Subcontractor's Work from the Owner. In the case of any dispute over the adjustment of cost, Subcontractor shall proceed with the Work and the dispute shall be resolved in accordance with the provisions set forth in this Subcontract.
11. Subcontractor agrees to promptly remove all trash, debris, packing crates, excess or waste materials, etc., resulting from its Work and to leave the areas in which it has worked broom clean. It shall be the responsibility of Subcontractor to properly cover and protect the work of others from damage throughout the performance of this Subcontract, and Subcontractor shall promptly clean, restore, replace, or pay for the replacement of any such work damaged in its performance of its Work. Cleanup or cleaning work not regularly and promptly performed by Subcontractor when so ordered by Contractor's Superintendent may be performed by others for Subcontractor's account. If Subcontractor fails to keep its work area broom clean and/or leave the work area in a littered or dirty condition, Contractor may, without notice to the Subcontractor, clean up the premises at Subcontractor's expense and for the Subcontractor's account. It is also agreed that the Subcontractor is to perform all cutting and patching related to its Work.
12. To the extent permitted by law, Subcontractor agrees to indemnify and save harmless the Contractor and Owner from any and all manner of claims or suits for infringements of copyrights, trademarks, patents or violations of patent rights, including all costs and expenses connected to same to the extent of any negligence or fault of the Subcontractor or its agents, employees, representatives, subcontractors or suppliers and as required of Contractor to Owner in the Prime Contract.
13. Subcontractor shall (a) comply with all statutes, ordinances, codes, laws, and other regulations and requirements of all Federal, State, and/or local authorities having jurisdiction over the Work, or any part thereof; (b) give notices to said authorities as required for the inspection of Subcontractor's Work and procure and pay for all permits, licenses, fees, tests, inspections, and privileges required in the prosecution of its Work; and (c) request, coordinate, and attend all required tests or inspections of Subcontractor's Work.
14. Subcontractor recognizes its duties, responsibilities and obligations to provide a safe and healthy jobsite inclusive of all common work areas. In recognition of the foregoing, and in order to promote worker safety, it is agreed:
- a. Subcontractor and all of its lower tier subcontractors shall take all reasonable precautions pertaining to their Work and the performance of their Work, including but not limited to full and complete compliance with all applicable laws, ordinances, rules, regulations and orders issued by any public authority or governmental body, whether Federal, State or local, OSHA, EPA and, in addition thereto, to full and complete compliance with any safety measures required or requested by Contractor. Subcontractor shall at all times be fully responsible for the safety of its employees and for the provision of a safe jobsite including responsibility for the performance of its Work and the safety of all employees, personnel, equipment, and materials within Subcontractor's or its lower tier subcontractor's care, custody or control. Subcontractor and its lower tier subcontractors shall provide to their employees all safety equipment required to perform the Work and ensure that all employees, at all times, have and wear personal protective equipment in compliance with applicable State and/or Federal requirements and Contractor's job safety rules. The Subcontractor maintains and agrees to maintain a written Accident Prevention Plan and develop and implement a written Project Safety Plan in full compliance with all Federal, State, OSHA, EPA rules and regulations. Subcontractor acknowledges that its Accident Prevention Plan defines its role and responsibilities pertaining to safety, includes all necessary training and corrective action, and is tailored to the safety and health requirements of the operations and Work that may be involved. The Subcontractor's Project Safety Plan shall identify anticipated hazards and the means that will be used to address each of such hazards with respect to the work involved. Subcontractor shall have and enforce a disciplinary action policy conditioned upon the occurrence of any safety violations being discovered, which schedule should vary depending upon the severity of the violations. Whenever requested by Contractor, Subcontractor shall provide all necessary and pertinent information regarding any and all safety matters and violations to Contractor.
 - b. In the event Subcontractor does not have an Accident Prevention Plan, Subcontractor is required to adopt and abide by Contractor's Accident Prevention Plan and Project Safety Plan in addition to the foregoing responsibilities. In the event Subcontractor does not promptly correct any safety violation, Contractor may order Subcontractor to cease all operations on the jobsite until all violations are corrected. In the event Subcontractor fails to do so, Contractor may correct the violations and charge all expenses and costs of compliance to Subcontractor.
 - c. Subcontractor agrees to defend, indemnify and hold Contractor harmless from all OSHA and EPA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Subcontractor's failure to comply with any such safety related laws, ordinances, rules, regulations, orders or obligations. Contractor may charge against the sums otherwise owing to Subcontractor the amount of any and all such fines, fees, costs and expenses incurred by Contractor due to claims, citations or fines assessed to Subcontractor or its lower tier subcontractors.
 - d. Subcontractor agrees, in accordance with Contractor's directives, to submit for Contractor's review its written Accident Prevention Plan and Project Safety Plan. Such submittal shall be made prior to Subcontractor's mobilization to the site and shall be an express condition precedent both to Subcontractor's right to commence performance and its right to receive compensation. Any delays caused to Contractor or the Project due to Subcontractor's failure to comply with these provisions shall subject Subcontractor to any and all damages incurred by Contractor or other affected parties.
15. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend and hold harmless Contractor and any others that the Contractor is required to indemnify under the terms of the Prime Contract, from any and all claims, demands, liabilities, suits, causes of actions, judgments, costs and expenses, including attorneys' fees, arising, or allegedly arising from personal injury, including death, property damage, including loss of use thereof, economic loss, or otherwise to the extent caused by the negligence or fault of the Subcontractor or any of its agents, employees, representatives, suppliers or subcontractors as a result of performance of the Subcontract Work to be performed hereunder. After payment by Contractor, Subcontractor agrees to indemnify, defend, and hold harmless the Contractor from any and all liens and all claims of persons furnishing material, labor, employees, services, equipment, or appliances in connection with this Subcontract, including all damages, costs and expenses (including attorneys' fees and Contractor's time) that arise from such liens and claims. If, at any time during progress of work hereunder, and before final payment of the Contract Amount, there is evidence of any lien or claim for which Contractor or the Owner of the premises may become liable, Contractor shall have the right to retain, out of any money then due, or thereafter to become due, to Subcontractor under this Subcontract, an amount sufficient to completely indemnify it against any such lien or claims. If, after, completion of this Subcontract and final payment of the Subcontract Amount, any such lien or claim shall be filed, Subcontractor shall completely indemnify Contractor or Owner against any expense, loss, or damage (including attorneys' fees and costs) which

- may be suffered by reason thereof. Contractor may also require at any time from Subcontractor satisfactory evidence as to the status of any of its accounts with any subcontractor, material supplier, equipment supplier, appliance supplier, or labor account.
16. Subcontractor agrees to keep the improvements referred to in this Subcontract and the real property upon which they are situated free from all mechanic's and materialmen's liens by reason of Subcontractor's Work. Subcontractor shall defend, indemnify and hold harmless Contractor and Owner from the operation and effect of any lien, claim or encumbrance. In the event that Subcontractor disputes any lien or other claimant's entitlement to the amount of such lien or claim, Contractor may, in its sole discretion, issue a joint check to Subcontractor and said lienor or claimant.
 17. All workmen of the Subcontractor are to be fully satisfactory to Contractor and are to work in harmony with those of the Contractor. The Subcontractor agrees to cooperate to the fullest extent with Contractor's Authorized Representative in charge, and further agrees to remove any workmen immediately that are not satisfactory to Contractor, Owner, or Architect. During the performance of the Work required by this Subcontract, Subcontractor agrees that Subcontractor, its employees, and its suppliers will use such entrance or entrances to the construction site as may be designated from time to time by Contractor. Further, Subcontractor agrees to perform the work included in this Subcontract at such times of the day, and days of the week, as may be designated by Contractor from time to time.
 18. No overtime amounts will be paid to Subcontractor unless specifically agreed to by Contractor in writing.
 19. When labor only is furnished by the Subcontractor, Subcontractor agrees to use Contractor's material without waste, and agrees to pay for any material damaged on account of Subcontractor's negligence or carelessness. Unless otherwise stated, when material is furnished by Contractor, same shall be delivered to the curb line of the building for unloading, handling, uncrating, debris removal, and protection by the Subcontractor, which will constitute delivery at such point. It is further agreed that if the Subcontractor uses the Contractor's hoist, mixer, or any other equipment or gas, electricity, water, or similar materials that an agreed price in writing shall be made prior thereto with Contractor's Authorized Representative or the Contractor shall be entitled to set a fair charge for these services or this equipment. When Subcontractor unloads material, Subcontractor will check quantities and inspect material for damage and will be responsible for shortages and/or damage not reported to the Contractor at the time of delivery. Subcontractor will pay all damages attributable to the Subcontractor's failure to unload in the time allowed.
 20. Subcontractor shall furnish all tools, equipment, hoisting, scaffolding, unloading, distributing, etc., connected with its Work. The Subcontractor agrees to be fully responsible for the rigging and for damages to its material or equipment which are damaged during hoisting operations with the Contractor's, leased or owned, equipment or temporary elevators. The Subcontractor waives all claims against the Contractor and agrees to indemnify and hold the Contractor harmless for all losses attributed to the use of the Contractor's, leased or owned, equipment or temporary elevators. Subcontractor shall provide all necessary surveying and layout work required to complete the Work under this Subcontract.
 21. Subcontractor recognizes that time is of the essence and any time specified for the Subcontract Work or any portion thereof is a material provision of this Subcontract.
 - a. Subcontractor agrees to keep itself thoroughly informed as to the overall progress of the Project and agrees to complete its Work hereunder as specifically required. Subcontractor shall commence and prosecute its Work in a prompt and diligent manner whenever such area for the Work, or any part of it, becomes available, or at such time or times as the Contractor may direct, so as to promote the general progress of the entire Project. Subcontractor shall not delay or otherwise interfere with or hinder the work or progress of the Contractor or other subcontractor(s) and shall proceed to execute the Work in such order as may be directed by the Contractor and the Contractor's schedule and any revisions or changes thereto. All materials, services, supplies, tools, machines, equipment or plant that are to be furnished or used by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor and/or any other party requiring the same to perform and complete its or their work within the time or times provided for herein. Failure of Subcontractor to strictly comply with all Project time requirements and schedules shall be deemed a material breach of this Subcontract.
 - b. The Subcontractor shall, at its expense, provide the Contractor with scheduling information including, but not limited to: acceptable work activity duration, weekly manpower requirements, major material delivery dates, shop drawing and transmittal dates for its Work and that of its lower tier subcontractors (if any) in compliance with the Contractor's schedule. The Contractor expects to use and will rely upon such information to prepare the Schedule of its Work and, as may be necessary, revise such schedule as the Work progresses. Subcontractor acknowledges that revisions may be made in such schedule and agrees to make no claim for acceleration or delay by reason of such revisions so long as such revisions are of the type normally experienced in Work of this scope and complexity.
 - c. Subcontractor agrees to notify Contractor in writing of its objection to, or inability to comply with, any directive, notification, order, schedule or revision thereof, dealing with the time or times of Subcontractor's performance of Work and to do so within five (5) days of Contractor's issuance thereof. In the absence of such written notice within five (5) days, Subcontractor agrees to accept and incorporate therein any and all orders, notices, directives, schedules or revisions thereof which may be issued from time to time by Contractor to Subcontractor.
 - d. Subcontractor agrees to reimburse Contractor for any and all liquidated damages that may be assessed against and/or collected from Contractor by Owner which are directly or indirectly attributable to or caused by Subcontractor's failure to perform its Work required by this Subcontract within the time fixed or in the manner provided herein. Subcontractor also agrees to pay to Contractor such other or additional damages as the Contractor may sustain by reason of any such delay directly or indirectly attributable to or caused by the Subcontractor, including but not limited to, recovery of Contractor's overhead and expense related to managing and supervising the Project work during or equal to any period of time resulting from such delay caused by Subcontractor. Subcontractor further agrees that neither the payment of such damages or any liability incurred for the payment of such damages shall release Subcontractor from its obligation to otherwise fully perform this Subcontract.
 - e. No allowance for an extension of time for any cause whatsoever shall be claimed by Subcontractor, or be made by it, unless the Subcontractor shall have made written request upon Contractor for such extension of time within five (5) days, or shorter period of time, as may be required by the Contract Documents, after the cause of such extension first occurred, and unless the Contractor and the Subcontractor have agreed in writing upon the allowance for additional time to be made. No extension of time, granted Contractor by Owner shall inure to the benefit of Subcontractor unless such extension of time is directly related to Subcontractor's Work hereunder and Contractor specifically agrees in writing to an extension of time with Subcontractor.
 - f. In no event shall an extension of time or allowance of extra time be granted to Subcontractor for delays attributable in any way to the untimely or incorrect presentation and/or submission of shop drawings, samples, product data or other submittal information required by the Contract Documents, or when priorities or procedures available to Subcontractor have not been pursued diligently and correctly, or when the orders have not been placed with manufacturers or suppliers in a timely fashion, or for delays resulting from Subcontractor's substitution or attempt to make substitution of materials, equipment or means of construction or manufacture in lieu of those specified or previously approved, or for any delay resulting from or attributable to Subcontractor's failure to comply with any of the provisions of this Subcontract, or when Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.
 - g. Contractor shall have the right to decide the sequence in which the various portions of work shall be performed relative to the scheduling of the Subcontractor's Work. Subcontractor agrees to attend the periodic coordination meetings on site after initial notice from Contractor to commence such periodic attendance.
 - h. If Subcontractor's alleged acts or omissions result in a fine or penalty being levied against Contractor by any lawful regulatory agency, then the amount so levied shall be for the Subcontractor's account and may be deducted or offset from the amount otherwise due Subcontractor under this Subcontract.
 - i. Prior to commencing its Work, Subcontractor agrees to thoroughly inspect the work of others which may affect its Work. If the Subcontractor encounters work of others which it considers unsatisfactory and which affect the Work under this Subcontract, or if the Subcontractor encounters any other condition whatsoever upon which it may base a claim for extra compensation, extra time, or any other type of claim, it shall be Subcontractor's duty to give written notice to the Contractor prior to commencing any work involving said conditions in order to allow the Contractor to inspect said conditions and to make such arrangements and take such steps as Contractor deems necessary. In the absence of such notice to the Contractor, Subcontractor shall be fully and solely responsible and liable for any and all expense, loss, or damage resulting from said condition and Contractor shall be relieved of all liability in connection therewith.
 22. Should the Subcontractor fail to promptly pay when due, its labor payroll, freight, express, or materials bills, which failure would cause the Contractor, at its option, to advance funds to cover same, then the Contractor shall be entitled to charge twenty percent (20%) of the amount for rendering this service. The Contractor is not obligated by this paragraph to make advances to the Subcontractor, but may instead rely on the alternate method of withholding funds due the Subcontractor herein before mentioned, and/or issuing joint checks.
 23. It is specifically understood that no oral order, objection, claim, or notice by either party to the other party shall be legally binding. Both parties agree that they will execute and deliver in writing all communications from them by which the other party is to be charged, notified, or affected, and when same are given orally, they shall be held as not material or legally binding until confirmed in writing. Subcontractor further agrees that it understands this position, will abide by it, and waives any right to assert any oral agreement on the grounds of waiver or estoppel.
 24. Subcontractor further agrees to pay all Jurisdictional, City (where applicable), State, and Federal Taxes of every nature, and that if the Work is to be performed in a state foreign to the Subcontractor's state of incorporation (in the event the Subcontractor is a corporation), then the Subcontractor agrees to register to do business in the foreign state for the purposes of performing this Subcontract. In this connection, it is understood and agreed that the Subcontractor shall pay all Social Security and State Unemployment Taxes in connection with its Work, together with any and all required Sales or Use Taxes.
 25. In the event of any claim or dispute by and between Subcontractor and any other party, Subcontractor shall continue to perform its Work in accordance with the Contract Documents and Project Schedule.
 26. Subcontractor is required to give Contractor written notice of its intent to make claim resulting from any act, omission, or responsibility of Contractor, whether for an extension of time, an adjustment in the Subcontract Amount, or otherwise. The notice shall be given in writing within five (5) calendar days of the occurrence(s) upon which Subcontractor's claim is based and must describe with particularity:
 - a. The occurrence(s) giving rise to Subcontractor's claim; and
 - b. The portion(s) of Subcontractor's Work known to be affected.

- Within ten (10) calendar days of the occurrence(s) upon which Subcontractor's claim is based, Subcontractor shall give Contractor written notice of the recovery plan which Subcontractor believes will mitigate and/or eliminate the impact of the occurrence(s) on Subcontractor's Work. The giving of the written notices required by this Section shall be a condition precedent to Subcontractor's right to make any claim, whether against Owner, Contractor, or other entity.
27. In the case of a Subcontractor claim for any Owner act, omission, or responsibility, prior to the time required by the Prime Contract or no later than ten (10) calendar days of the occurrence(s) upon which Subcontractor's claim is based, whichever occurs first, Subcontractor shall provide Contractor with a detailed Statement of its Claim(s) against Owner ("Statement"). This Statement shall include:
- A specific and detailed identification of all factual information upon which Subcontractor's claim is based;
 - The Contract Document provision(s) and legal authorities upon which Subcontractor's claim is based;
 - All calculations upon which Subcontractor's claim quantum is based;
 - All documents pertinent to both entitlement and quantum of Subcontractor's claim;
 - Identification of all person(s) having knowledge of facts upon which Subcontractor's claim is based and the method and manner by which the claim quantum is calculated; and
 - Certification under oath by an officer or a principal of Subcontractor that, "The claim is made in good faith, that the supporting data are accurate and complete to the best of his knowledge and belief and that the amount requested accurately reflects the Subcontract adjustment for which Subcontractor believes Owner is liable." Submission of this Statement containing all of the foregoing elements shall be a condition precedent to Subcontractor's right to prosecute any claim. If the Statement is not timely provided by Subcontractor, Subcontractor's Claim(s) shall be deemed to have been released and waived. Upon submission of the Statement, Contractor and/or its designated representative(s) shall have full access to all of Subcontractor's books and records pertaining to the project.
28. In the case of any claim by Subcontractor resulting from the acts, omissions, or responsibility of Owner, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner by both the terms of the Prime Contract and by any and all decisions or determinations made thereunder. As to such claim against Owner, it is agreed that in the event the Prime Contract contains a "Disputes Clause," such clause is incorporated herein by reference as though fully set forth. As to any claims asserted by Subcontractor for or on account of acts, omissions, or responsibilities of Owner or its representative(s), or any claims made by Owner for which Subcontractor is alleged to be responsible, which claims are not disposed of by agreement, Subcontractor shall prosecute or defend such claims in Contractor's name, in accordance with such Disputes Clause. Contractor and Subcontractor shall cooperate in prosecuting or defending all claims relating to Owner. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear all expenses thereof, including attorneys' and consultant's fees and all other associated costs. In any such claim(s) against the Owner, the Subcontractor shall include an amount for Contractor's administrative overhead which shall be equal to fifteen percent (15%) of the total amount(s) of the claim(s). Contractor shall be entitled to receive fifteen percent (15%) of any amount(s) awarded to Subcontractor for such claim(s). Subcontractor shall be bound by the procedure and final determinations as specified in any such Disputes Clause, and shall not take any other action or actions with respect to any such claims and shall pursue no independent litigation with respect thereto, other than to avail itself of any appellate procedures applicable to such Disputes Clause. Subcontractor shall not be entitled to receive any greater amount from Contractor than Contractor receives from the Owner on account of Subcontractor's claim(s), less any mark-ups or costs incurred by Contractor and to which Contractor is otherwise entitled, and Subcontractor shall accept such amount, if any, received by Contractor from Owner as a full accord and satisfaction of all such claims for or on account of acts, omissions, or responsibilities of Owner or its representatives. If Subcontractor fails to timely notice and/or prosecute claims relating to acts, omissions, or responsibilities of Owner or its representative(s), Subcontractor shall be barred from asserting such claims against Contractor or Owner in any other proceeding. In addition, if Subcontractor fails to prosecute claims resulting from acts, omissions, or responsibilities of Owner or Owner's representative(s) or fails to defend claims by Owner relating to Subcontractor's Work, Contractor shall have the right to prosecute or defend such claims at Subcontractor's sole expense.
29. Intentionally deleted.
30. In the event of any claim or dispute between Owner, Contractor and/or Subcontractor, it is specifically agreed by the parties that such claim, dispute or controversy shall not interfere with the progress or performance of the Work required to be performed under the Subcontract and that Subcontractor shall proceed as directed by Contractor in all instances with its Work under the Subcontract and that any failure of Subcontractor to proceed with the Work shall automatically be deemed a material breach of this Subcontract entitling Contractor to all remedies available in the event of a breach.
31. In the event that any claim is instituted to enforce or contest the provisions of this Subcontract or adjudicate any question arising under this Subcontract, the prevailing party is entitled to collect from the other its attorneys' fees, costs, and expenses (including consultant and expert fees) incurred with respect to such claim.
32. Subcontractor agrees that under no condition will it remove from the jobsite any materials for which the Contractor or Project becomes liable under the Federal Miller Act or similar state statute, without express written permission from the Contractor.
33. This Subcontract shall be interpreted under the laws of the State of Oklahoma. In the event of any litigation or arbitration arising out of this Subcontract, the parties agree in advance that the exclusive venue and place of jurisdiction shall be where the Project is located unless otherwise agreed upon by the parties.
34. Subcontractor agrees not to subcontract or sublet any portion of this Work without the prior written consent of Contractor. Subcontractor shall promptly submit in writing a list of the Work that Subcontractor proposes to subcontract and the name(s) of the proposed subcontractor(s). For the purposes of this Subcontract, the term Subcontractor shall include subcontractors' agents and sub-tier subcontractors. Subcontractor further agrees, if requested, to submit a list of suppliers furnishing materials for this project having a value of \$500.00 or more. Subcontractor and supplier list(s) shall be submitted before any payment is required to be made to Subcontractor.
35. Intentionally deleted.
36. Notwithstanding any other provision contained elsewhere in the Contract Documents, Prime Contract or this Subcontract, and superseding any contrary terms of those documents, the Subcontractor agrees that in the event of any picket or other form of labor dispute at the construction site, whether that dispute or picket is in connection with the Contractor, Subcontractor, or any other contractor or subcontractor on this construction site, Subcontractor will continue to perform the Work required herein without interruption or delay. In the event Subcontractor fails to continue the performance of the Work included herein, without interruption or delay, because of such picket or other form of labor dispute, the rights accorded the Contractor elsewhere herein shall apply.
37. This Subcontract constitutes the entire agreement between the parties and contains all of the stipulations and provisions agreed upon by the parties. This Subcontract supersedes and takes precedence over all bids, proposals, correspondence, written and oral agreements and statements between the Subcontractor and Contractor which were made prior to and including the date hereof and are not specifically identified and incorporated in writing into this Subcontract. If a conflict between the terms and conditions of this Subcontract and those of the any other Contract Document should arise or be present, the terms and conditions of this Subcontract shall take precedence over any other Contract Document.
38. Materials, products, or equipment other than those specified, approved by change order to this Subcontract shall not be incorporated in the Work. It is the Subcontractor's full responsibility to assure that all approved materials, products, and equipment substitutions will meet the technical specification performance requirements and can properly be installed without modifications to the space available, structural system, mechanical system, electrical system, or any other item of work performed to protect, house or support the substituted item. The Subcontractor shall be responsible for all additional costs to the Contractor, other subcontractors, or separate contractors which arise out of its material, product, or equipment substitution.
39. This Subcontractor shall submit to the Contractor, as required by the project schedule, all required submittals, including complete shop drawings, product data, design calculations, catalogue cuts, samples and other similar items as required by the Contract Documents. If specified numbers of submittal copies are not provided by Subcontractor, Contractor has the right to make additional copies at Subcontractor's expense and on Subcontractor's account. Field mock-ups required by the Contract Documents shall be provided at times requested by Contractor or as specified in the Contract Documents. Subcontractor shall provide submittals timely and prior to the date specified so as not to delay the Project. Subcontractor shall be responsible for all additional costs due to late submittals. Subcontractor represents by submitting shop drawings, product data, samples, and other submittals required by the Contract Documents that the submittals fully comply with the Contract Documents and that Subcontractor has determined and verified all materials, field measurements, finishes, dimensions, quantities, etc. meet the Contract Documents. Subcontractors shall provide submittals coordinated with related work of other subcontractors and notify Contractor of any discrepancies. Approval or review of submittals by Architect/Engineer and/or Contractor shall not relieve Subcontractor of its obligation to perform the Subcontract Work in compliance with the Contract Documents.
40. All materials delivered by, on account of, or to Subcontractor and intended to be incorporated into the Work shall become property of Owner upon payment for same. Subcontractor shall remove any surplus materials remaining at the completion of its Work unless agreed otherwise in this Subcontract. Subcontractor shall have the sole responsibility for the security and protection from loss or damage of its materials, tools, and equipment at the jobsite.
41. Subcontractor has the status of an employer as defined by the Industrial Insurance, Workman's Compensation and Unemployment Compensation Act, Social Security Act, and other similar acts of the Federal, State, and local government. Subcontractor shall withhold from its payroll the applicable FICA taxes, worker's compensation contributions, unemployment compensation contributions, and withholding taxes, and pay the same, and Contractor shall in no way be liable as an employer to or on account of any of the employees of Subcontractor.
42. Backcharges for work performed by Contractor for the benefit of Subcontractor shall be paid for on the basis of direct job cost, supervision, plus a fifteen percent (15%) fee for combined overhead and profit.
43. Subcontractor shall comply with all Federal, State, and local Equal Employment Opportunity, Affirmative Action and Non-Discrimination Laws, Regulations, Directives and Programs that are applicable to the Work being performed under this Subcontract.
44. Subcontractor warrants and guarantees that it will perform all Work under this Subcontract in conformance with all requirements of the Contract Documents and free of any defects. Subcontractor shall correct all defective work, materials, or equipment for a minimum of one year or longer period of time as required in the Contract Documents, at no cost to Contractor or Owner. In addition to its obligation to correct defective work during the period provided in the Contract documents, Subcontractor warrants that all work has been performed in accordance with the Contract Documents for the same time period that Contractor has warranted such performance to the Owner under the Prime Contract. No warranty

or guarantee period shall limit any statute of limitations. If Subcontractor fails to make necessary corrections, replacements and repairs promptly, Owner or Contractor may, at Subcontractor's expense, furnish necessary materials or labor, and Subcontractor shall pay their costs on demand. The obligations of this paragraph shall survive the completion or termination of this Subcontract.

45. Subcontractor shall have a representative acceptable to Contractor and Owner on site at all times during performance of its Work with authority and responsibility to make immediate decisions on its behalf. Subcontractor's representative shall attend scheduled job meetings and other meetings as requested by Contractor and submit daily field reports, indicating manpower and work accomplished, in a form acceptable to Contractor.
46. If the scope of Work required by this Subcontract requires design consultation and/or design services, then Subcontractor agrees that any design consultation and/or services shall be provided at no additional cost to Contractor or Owner. Subcontractor agrees to fully consult with and coordinate all design services with all other trades, Contractor, Owner and any other Architect and/or Engineer also providing design services. Subcontractor agrees to make allowances for work of other trades and consult with other trades to ensure adequate space for the work of other trades, including, but not limited to, providing its design information by licensed professionals to all other trades, Contractor, Owner and any other Architect/Engineer providing design services. Subcontractor further agrees that any design provided will comply with all applicable laws, ordinances, codes and regulations.
47. Subcontractor shall comply with all Hazard Communication Standards and all other applicable hazardous waste regulations under Federal, State, and local laws. Subcontractor shall have on file with Contractor all Material Safety Data Sheets for any and all hazardous substances covered under the applicable statutes listed above or other applicable laws before commencing work. Subcontractor shall, prior to commencing work, inform the Contractor's Authorized Representative of its intent to use any hazardous substance at the Project and shall continuously update the Contractor's Authorized Representative of any new hazardous substances brought on site during construction. Failure to comply with this paragraph may result in fines and damages being assessed to the Subcontractor.
48. Subcontractor shall indemnify and hold Contractor harmless for all costs and expenses, including attorney fees, arising from the use or discharge of any hazardous substance by Subcontractor at or off the project site.
49. Contractor reserves the right to make payment directly to such creditors of Subcontractor as may have a claim or lien concerning the Project. Contractor reserves the right, prior to making any progress payment or final payment, to secure from Subcontractor a certification under oath, together with such other evidence as Contractor may require, that all obligations incurred by or on behalf of Subcontractor in connection with performance of its obligations hereunder have been paid to date, and listing any other amounts due or to become due. Contractor shall have the right to pay Subcontractor by joint check or pay directly any of Subcontractor's sub-subcontractors or material providers or laborers if Contractor believes that Subcontractor has not or may not pay such persons when payment is due. This provision expressly does not create third-party beneficiary status in any such persons.
50. Subject only to the terms and conditions set forth herein, and all Contract Documents pertaining to the Project, the Subcontractor agrees to furnish and complete all Work described as:

Furnish and install complete as required all _____, in accordance with the plans and specifications for _____, dated _____, as prepared by _____, including Addendum (a) _____.

Included is all work under Specification Section(s) _____, to the satisfaction of the Owner, Architect and General Contractor.

The description of the Work to be performed by Subcontractor by reference to a section or sections of the drawings or specifications shall not limit Subcontractor's obligation to perform such Work as is described in that section or sections if additional Work is reasonably inferable from the Work described and/or is within the general description of the section or sections and is required of the Subcontractor by trade practice or by any other provision or section of the drawings or specifications. Subcontractor shall furnish all material and perform all Work reasonably inferable from and/or required by the general description of the designated section or sections, and reference to such section or sections is solely for convenience in describing generally Subcontractor's Work. Any dispute between subcontractors over responsibility for divisions or categories of work shall be resolved by Contractor, whose decision shall be final.

51. Subcontractor recognizes it is responsible for notifying Contractor in writing of any error, inconsistency, or omission in the Contract Documents within the specified time frame and under the conditions required by the Prime Contract. Contractor will forward this information to the Architect/Engineer for a written response within a reasonable amount of time. If Subcontractor fails to give such written notice, as required, and proceeds with the Work in question, Subcontractor shall correct any such errors, inconsistencies, or omissions at no cost to Contractor or the Owner.
52. In no event shall Subcontractor be entitled to greater rights, higher entitlements or more relief against the Contractor than the Contractor has from the Owner for any matter which is the responsibility of the Owner or its Architect/Engineer.
53. All notices which may or are required to be given by either party to the other shall be in writing and shall be deemed received, (a) the day of hand delivery, (b) the day of receipt of a facsimile, (c) two (2) business days after sending by overnight delivery (such as FedEx, UPS, etc.), or (d) three (3) business days after sending by United States Certified Mail, postage prepaid, or (e) four (4) business days after sending by e-mail.
- 54.

In witness whereof, the parties have executed this Subcontract, by their proper officers or duly authorized agents. Subcontractor agrees to execute and return Subcontract to Contractor within ten (10) days from receipt of this Subcontract. In the event that Subcontractor fails to execute and return such Subcontract within fourteen (14) days of the date of mailing and Subcontractor performs any Work on the Project, Subcontractor agrees it is bound by its actions to all terms and conditions of the Subcontract and waives all rights Subcontractor may have to object to the terms and conditions of this Subcontract.

G.E. JOHNSON CONSTRUCTION COMPANY, INC.

COMPANY

(Subcontractor – Affix Seal of Corporation)

BY _____
TITLE _____
DATE _____

BY _____
PRINT NAME _____
OFFICER TITLE _____
LEGAL ADDRESS _____
DATE _____



BID REQUIREMENTS

PURCHASE ORDER AGREEMENT SAMPLE

PURCHASE ORDER AGREEMENT



25 North Cascade Avenue, Suite 400, Colorado Springs, Colorado 80903, Telephone (719) 473-5321, Fax (719) 473-5324, <http://www.gejohnson.com>

To: COMPANY ADDRESS CITY, STATE, ZIP CONTACT: Phone: Fax: E-Mail: AGREEMENT DATE: SHIP VIA: (SEE PARA.3) TO G.E. JOHNSON CONSTRUCTION COMPANY, INC., AT AND FOR THE PROJECT DESCRIBED AS: Project Name: Project Location: Owner: Architect/Engineer: NOTE: The number below must be referred to in all correspondence, invoices, and papers related to this order. No.

FREIGHT TERMS FOR JOBSITE (SEE PARA. 4)

DISCOUNT TERMS (SEE PARA. 5)

IMPORTANT: DELIVERY OF THIS ORDER MUST BE ACCOMPLISHED BY:

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE VENDOR NAMED ABOVE AND G.E. JOHNSON CONSTRUCTION CO., INC., HEREIN KNOWN AS VENDEE OR CONTRACTOR, THE DAY AND YEAR HEREINAFTER WRITTEN. **WITNESSETH**, THAT FOR THE CONSIDERATION TO BE PAID BY THE VENDEE AS HEREINAFTER SET FORTH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE VENDOR AGREES TO FURNISH, SUPPLY, AND DELIVER THE GOODS AND/OR SERVICES DESCRIBED BELOW IN COMPLETE ACCORDANCE WITH THE GOVERNING CONTRACT DOCUMENTS, INCLUDING ANY ADDENDA OR AMENDMENTS THERETO, FOR THE VENDEE'S USE AND/OR INCORPORATION IN THE ABOVE CAPTIONED PROJECT ("CONTRACT DOCUMENTS"), TO WIT:

Furnish complete as required all , in accordance with the plans and specifications for , dated , as prepared by including Addendum (a) .

Included is all work under Specification Section(s) , to the satisfaction of the Owner, Architect and General Contractor.

Without limiting the scope of work as provided above, your attention is specifically called to the following items. These items are herein made a part of this Agreement and all items are to be the responsibility of the Vendor, unless noted otherwise.

A. Attachment "A" –

STANDARD CONDITIONS. IN ADDITION TO THE FOREGOING PROVISIONS, THE PARTIES HERETO ALSO AGREE AS FOLLOWS:

1. Vendor warrants that the prices charged in connection with this order conform to all applicable government regulations. Vendor further warrants and agrees to defend and hold harmless the Vendee from and against all suits or claims arising herefrom for infringement of any patent rights held or alleged to be held by others. Indemnity: Vendor shall indemnify and hold harmless Contractor and Owner, and their respective directors, officers, shareholders, partners, members, agents and employees, from and against any and all claims brought by any person or entity, loss, damage, liability, costs, charges or expenses, including attorney's fees, directly or indirectly resulting from or arising out of a) Vendor's performance or nonperformance under this Agreement; b) the activities of Vendor or any of its officers, agents or employees while engaged in performing any work to be done under this Agreement; c) injuries occurring before or after completion of the project, for personal injury or death, or damage to property, caused or contributed to by the negligence or other act or omission of Vendor. No indemnity will be provided against claims, demands or liability that arise from the sole negligence or willful misconduct of the party to be indemnified under this indemnity provision.
2. Vendor acknowledges Vendee's status as a consumer. If a sales tax or use tax is applicable to the purchase hereunder, Vendee agrees that such tax will be set forth as a separate item for billing purposes. Vendor agrees to accept full and exclusive liability for the payment of all applicable sales, use or similar taxes, transportation taxes, and all contributions and taxes for Unemployment Insurance or F.I.C.A. benefits, annuities or pensions now or hereafter imposed by the United States or any state or governmental subdivision thereof or labor organization, measured by the wages, salaries or other remuneration paid persons employed by Vendor for the purpose of performing under this Agreement, and Vendor further agrees to comply with all rules and regulations applicable thereto. In the event Contractor is held liable to pay any such taxes or contributions, Vendor agrees to supply Contractor with all records necessary to compute the same and to fully reimburse Contractor upon demand for the amount thereof (including penalties and interest) paid by Contractor, and Contractor shall have the right to deduct any amount so paid from any sums due Vendor hereunder.
3. Unless otherwise stipulated on the face of this Agreement, Vendor shall designate shipping routes and methods (subject to other provisions hereof) and shall be fully responsible for selection of the most expeditious and reliable means of accomplishing delivery to destination according to the terms hereof. While Vendor will not be responsible for shipping delays of a general or industry-wide nature such as general transportation strikes, embargoes, acts of God, or national emergencies, Vendor agrees to exercise all due diligence to anticipate and mitigate the effect of such delays and shall extend full cooperation to Vendee in the recovery and re-routing of such shipments when and as required to meet critical delivery schedules.
4. Unless otherwise stipulated on the face of this Agreement, terms shall be F.O.B. jobsite, freight prepaid. At Vendee's option a minimum handling charge of \$25.00 may be assessed against Vendor to partially defray the additional clerical expense necessary upon the making of separate disbursements and obtaining verification of payment from third parties where shipments have been made on a "freight collect" basis.
5. Vendor acknowledges right of Vendee to cash discount terms for prompt payment of invoices under this Agreement equally favorable to those terms granted other trade customers of Vendor. Vendor warrants that such equally favorable terms have been offered or have been inserted herein at the time of execution of this Agreement. Where discount terms have not been stipulated in the space provided above, Vendor shall insert terms according to the foregoing or, in the event of his failure to do so, Vendee shall have the option to apply the cash discount terms normally in use for the type of goods covered by the order. Vendor further agrees that any cash discount may be taken by Vendee on the 10th or 25th of the month, whichever date next succeeds date of receipt of invoice in Vendee's office. In the event invoice to be discounted is for goods deemed by Vendee to require confirmation of delivery to jobsite in sound condition, Vendor further agrees that the discount terms may be extended to provide reasonable time, not to exceed five (5) days (Saturday, Sunday, and holidays excluded) to permit Vendee to secure such confirmation from field sources. On any order for which Vendor does not grant a cash discount, the payment terms hereof shall be the same as those applying to the Vendee under the prime contract.

6. The Vendor shall submit to the Vendee an invoice in a manner acceptable to the Vendee, and the invoice is to be in the Vendee's office no later than the 25th of the month for which the goods and/or services represented by the billing are performed. Invoices not received by the 25th of the month will not be included in the current billing to the Owner and will be held for processing at the end of the following period. In no instance shall invoices rendered for goods hereunder be regarded as due until five (5) days following receipt of payment therefor to Vendee by the Owner. Payment of said price shall be made by Contractor to Vendor as payment is received by Contractor from the Owner. Invoices shall be presented to Contractor by Vendor monthly as material is delivered to the jobsite. Thereafter, within five (5) days after payment is received by Contractor in accordance with its contract for such work, it shall pay a like amount as that allowed to Contractor for work done under this Agreement. However, in making such partial payments, there shall be retained by Contractor _____% of each payment. Such retention will be due and payable within five (5) days after completion and acceptance of all work Contractor has contracted to perform in connection with said project and following Contractor's receipt of final payment in full from the Owner. Vendor further agrees that no payment hereunder shall be considered due until and unless delivery of the goods for which invoices are rendered has been accomplished in a satisfactory manner and in full compliance with the terms hereof.
7. Vendor acknowledges and warrants that payment by Vendee, under this Agreement, is conditioned upon timely delivery to the Vendee of goods fully complying with the Contract Documents in sound, usable, and acceptable condition. Nothing in this Agreement shall be construed or act to create a contractual relationship between Vendee and any shipper of goods hereunder. It shall be the Vendor's sole responsibility to arrange for delivery of goods without liability to the Vendee.
8. Should any dispute arise between the parties to this Agreement concerning any provision of this Agreement, including without limitation enforcement, performance or interpretation, Vendor and Vendee agree that any legal action seeking to resolve such dispute shall be filed and heard in the El Paso District Court in Colorado Springs, Colorado.
9. When this Agreement covers goods and/or services to be used and/or incorporated in projects governed by prime contracts with the United States Government, all applicable clauses affecting manufacturers and suppliers shall be, and hereby are adopted and incorporated herein, by reference and shall have the same force and effect as if recited herein in full. Where applicable, Vendor may be required to furnish copies of purchase orders for manufactured or fabricated items purchased in connection with this Agreement from third parties for delivery to this project without further processing by the Vendor. Vendor further agrees to extend full cooperation to Vendee in the preparation and submission of any claims involving the goods and/or services under this Agreement.
10. Time is of the essence in this Agreement. The Vendor, having stated or acknowledged the required delivery date or dates, shall be responsible for the necessary execution of orders, planning, scheduling, correlation of documents, preparation, submission, and approval of shop drawings, samples, schedules, templates coordinating, and expediting of shipping procedures and shall do all things necessary to guarantee delivery of this order by the stipulated date or dates. Vendor agrees to exercise due diligence and to cause each of his authorized agents or representatives to exercise due diligence in executing and processing this order in all of its terms. Vendor agrees to keep the Vendee fully informed as to the delivery status of the materials, goods, or services as represented by this order and to advise the Vendee, in writing, of any delay, circumstance, or development in the execution, processing, or shipment of this order which may impair his ability to meet the required delivery date or dates of which may otherwise affect the discharge of his obligations under this Agreement. Should the Vendor fail in this, or in any of the other requirements of the Agreement, Vendee may, at its option and in its sole discretion, modify or cancel this order upon three (3) days written notice to the Vendor, and Vendee may place or replace the order, in full or in part with others, all without prejudice to any other right or remedy it may have. Vendor acknowledges liability for damages to the Vendee resulting from the Vendor's failure to perform in a timely manner. In any determination of damages directly attributed to failure or deficiency in the performance of the Vendor, it is agreed that Vendee shall recover all damages it may sustain, as well as all costs and attorney's fees which may arise from the enforcement of and suit for damages under this Agreement. Vendee agrees to make no claim for damages against the Vendor for delays not brought to the attention of the Vendor, in writing, within a reasonable time after said delays have become known to the Vendee at its home office. In the event the Vendor is delayed in the performance of his obligations under this Agreement, by any circumstances beyond his control, and for which the Owner grants time extensions, he hereby agrees to notify the Vendee immediately by filing a written request with Vendee's home office for an extension of time within two (2) days of the date on which the delay first occurred; otherwise he shall waive any future claim with respect to such delay. Vendee will promptly relay any such request deemed valid to the appropriate authority but shall not be responsible for its acceptance, nor shall this agreement be construed in any way to require acknowledgement by the Vendee of any cause for delay not accepted by cognizant authority.
11. The Vendee shall have the right, and such right is acknowledged, to withhold a fair and equitable amount from any payment due hereunder pending satisfactory settlement of any claims against the project or against the Vendee by third parties for the account of the Vendor, or for disputes involving the Vendor and other vendors or Subcontractors, wherein the Vendee is directly or indirectly an interested party. It is further agreed that the Vendee may withhold a fair and equitable amount from any payment due hereunder pending satisfactory settlement of any charges, expenses, or costs incurred as a result of failure of the materials, goods, or services represented by this order to fully meet the requirements of the plans and specifications. It is further agreed that the Vendee may withhold payment on this order without Vendor's claim for payment or security on the project if Vendor shall fail to honor any representations or warranties, expressed or implied, as to the materials furnished under any Agreement between the parties.
12. Shop drawings, samples, templates, operating manuals, schedules, and color selections, or other items as required by the contract documents, shall be submitted promptly and in sufficient number to provide adequate information to all interested parties. Approval of the drawings by the Architect/Engineer, or by G.E. Johnson Construction Co., Inc., shall not alter the requirements of the original plans and specifications for quality, quantity, finish, or dimension. The cost of drawings, tests, samples, and field measuring is included in the amount of the Agreement. The cost of altering or reworking any fabricated items not conforming to approved drawings shall be Vendor's responsibility.
13. Any proposed substitution of materials, equipment, or methods of fabrication from those shown or specified in the contract documents shall be approved in writing by the Architect/Engineer, Owner, and by the Vendee. If any such substitution involves changes in the work of the Vendee or others from that required by the original item, and such change has not been brought to Vendee's attention, in writing, prior to the date of this Agreement, the cost of any such change shall be borne by the party making the substitution. Any time before final acceptance of the material, Contractor shall have the right to order any changes and/or alterations, but no such changes and/or alterations shall be made, and no payment therefor shall be made, unless the changes and/or alterations are ordered by Contractor in writing. Vendor shall disclose only to Contractor all prices or quotations on the cost of the contemplated changes and/or alterations.
14. In general, and subject only to the provisions hereof, the Vendor shall be bound to the Vendee by the same terms and conditions by which the Vendee is bound to the Owner. Vendor agrees to furnish a full lien waiver as a condition of final payment, and further agrees to furnish partial lien waivers, upon the request and at the option of the Vendee. All costs of defending the Owner or Vendee against claims, including mechanics liens, asserted or filed against them by creditors of the Vendor shall be deducted from monies otherwise due, provided that a sufficient balance to cover such costs remains unpaid at the time notification of the claim is received. If the full amount of this Agreement has been paid, or if balance due is not sufficient to offset such costs, the Vendor agrees to reimburse G.E. Johnson Construction Co., Inc., for any and all expenses arising from the claim or claims, including reasonable attorney fees and costs.
15. Vendor acknowledges that he has familiarized himself with all of the conditions of the locality, project, plans and specifications, and any other factor or circumstance which may affect his performance under this Agreement, and nothing in this Agreement shall obligate or render the Vendee liable for additional payment to the Vendor on account of his misunderstanding or failure to familiarize himself with such factors and conditions.
16. If called for on the face of this Agreement, Vendor agrees to furnish a good and sufficient Supply Bond with a Surety and on a form acceptable to the Vendee within ten (10) days following receipt and execution of this Agreement. Surety must possess underwriting limitations listed in the current Department of Treasury Federal Register in excess of the total amount of this Agreement. Vendor further agrees, in the event said Supply Bond is not called for on the face of this Agreement and is not an original condition of this Agreement, to obtain and furnish such Supply Bond covering the remainder of his obligations hereunder at any time during the life of this Agreement upon seven (7) days written request by the Vendee. Unless otherwise stipulated, the premium cost of such Supply Bond shall be borne by the Vendee.
17. It is agreed that the Vendor shall not assign or sublet this Agreement or any part hereof, including payments hereunder, without first obtaining the written consent of the Vendee. Unless specifically waived in writing by the Vendee, it is agreed that Vendee shall have a prior claim against payments due or to become due under this or any other Agreement between the parties in the event Vendor fails to comply or shall become disabled from complying with the terms of this or any other Agreement between the parties. In the event any claim or claims are asserted against the Vendor by parties supplying material or services to the Vendor for use under this or any other Agreement between the parties, it is agreed that set off of the proceeds due or to become due hereunder shall exist in favor of the Vendee retroactive to the date of this Agreement.
18. In receiving payment hereunder, Vendor agrees to apply such payment only against this order, and only against the account of Vendee on or for this project, unless written consent of Vendee shall first have been obtained for application of payments hereunder against some other account.
19. Vendor hereby agrees, at the option and request of Vendee, to submit any billing on a form and with certification as supplied by Vendee.
20. If the terms of this Agreement provide for the purchase of materials on a unit price basis, the unit of measure for payment shall be one for which certified verification of weights or quantities can be furnished at the time of delivery. Otherwise, Vendor agrees that Vendee is without means of ascertaining the accuracy of volumetric or other units of measure at the point and time of load delivery, and agrees that receipt of load tickets by Vendee's representative at the point of delivery does not constitute acceptance of Vendor's quantities for payment purposes. In the event the parties fail to agree on the actual quantities delivered, Vendee shall have the right to measure quantities of work in place and make final settlement on the basis of such measurement.
21. Notwithstanding anything herein or in the plans and specifications of the project to the contrary, any and all guaranties, warranties and the like shall commence and begin to run from the date of final completion of the project as established in writing by the Owner or its duly authorized agent. If at any time during one year after the Notice of Completion is signed by the Owner, or its agent, or later if so provided in this Agreement, any part of the materials or workmanship furnished by or through Vendor shall prove to be defective or not in conformity with plans and specifications, Vendor shall, upon receipt of written notice to that effect, correct, replace or repair same to Contractor's satisfaction, including all costs incidental thereto, without cost to Contractor.
22. Vendor agrees that Contractor has the right to inspect all material during any stage of manufacture/fabrication to assure quality control and adherence to agreed schedules, and Vendor agrees to provide reasonable access and assistance for safe and convenient inspection.
23. Each package and/or piece, and all invoices, bills of lading, shipping notices, etc., must clearly show the jobsite name, address, city, state and Contract Purchase Order Agreement Number as appear on the face of this Agreement.
24. If this Agreement requires design consultation and/or design services, then Vendor agrees that any design consultation and/or services that are provided as a part of this Agreement shall be provided at no additional cost to Contractor or Owner. Vendor agrees to fully consult with and coordinate all design services with all other trades, Contractor, Owner and any other Architect and/or Engineer

also providing design services. Vendor agrees to make allowances for work of other trades and consult with other trades to ensure adequate space for the work of other trades, including, but not limited to, providing its design information by licensed professionals to all other trades, Contractor, Owner and any other Architect/Engineer providing design services. Vendor further agrees that any design provided will comply with all applicable laws, ordinances, codes and regulations.

25. Contractor reserves the right to make payment directly to such creditors of Vendor as may have a claim or lien. Contractor reserves the right, prior to making any progress payment or final payment, to secure from Vendor a certification under oath, together with such other evidence as Contractor may require, that all obligations incurred by or on behalf of Vendor in connection with performance of its obligations hereunder have been paid to date, and listing any other amounts due or to become due. Contractor shall have the right to pay Vendor by joint check or pay directly any of Vendor's sub-subcontractors or material providers or laborers if Contractor has reason to believe that Vendor has not or may not pay such persons when payment is due. This provision expressly does not create third-party beneficiary status in any such persons.

IN CONSIDERATION WHEREOF THE VENDEE AGREES TO PAY THE VENDOR THE SUM OF: (\$) IN CURRENT FUNDS, AND TO MAKE SUCH PAYMENT ACCORDING TO THE TERMS HEREOF OR AS OTHERWISE MAY BE AGREED BETWEEN THE PARTIES. **IN WITNESS WHEREOF** THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR PROPER OFFICERS OR DULY AUTHORIZED AGENTS.

VENDOR

BY _____
SIGNATURE AND PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE _____

(LEGAL ADDRESS)

DATE _____

G. E. JOHNSON CONSTRUCTION COMPANY, INC.

BY _____
(AUTHORIZED SIGNATURE)

(Printed Name)

TITLE _____

DATE _____

NOTE: Please sign and return acknowledgement copy of this Agreement within five (5) days of receipt of this Purchase Order Agreement.

Revised 2.13.2018



BID REQUIREMENTS

PERFORMANCE BASED DESIGN SERVICES SAMPLE
(Attachment "H")

BID REQUIREMENTS

PERFORMANCE BASED DESIGN SERVICES

(Attachment "H")

The following terms and conditions are hereby incorporated into and made a part of the Agreement between G. E. Johnson Construction Company, Inc. ("Contractor") and _____ ("Subcontractor"), which Agreement involves the Project known as _____ ("Project"). The Contractor and Subcontractor agree as set forth below:

1. Contractor and Owner have executed a written agreement for the Project, a copy of which is on file and available for review by the Subcontractor. With respect to the Contractor/Owner Agreement, the Subcontractor specifically agrees as follows:
 - 1.1 Subcontractor agrees to perform professional services as the designer of the _____ System ("System") installation for the Project.
 - 1.2 Subcontractor will contract with, and assume all associated responsibilities for, the following sub-consultants to provide design services for the Project:

(Subcontractor must list all sub-consultants providing design services).

 - 1.3 Subcontractor shall require its sub-consultants to assume toward Contractor all obligations and responsibilities which the Subcontractor has assumed toward Contractor under this Subcontract and the Contractor/Owner Agreement.
2. In addition to the Subcontractor's responsibilities to perform the Work set forth in the Agreement, the Subcontractor's Work shall include the complete design of the System for the Project. The design of the System shall be performed by personnel either in the direct employ of the Subcontractor or on its behalf by approved sub-consultants. All entities and personnel performing professional design services shall be lawfully licensed and registered to practice as required by any legal authorities having jurisdiction over the Project and as required by the Contract Documents.
3. The Subcontractor's Design shall be performed so as to allow the Contractor, Owner, and Owner's Design Team adequate time to evaluate such Design and so as to allow the Contractor and Owner to perform the activities that relate to Subcontractor's design in accordance with the Schedule provided for in Contractor/Owner Agreement and included with this Agreement. The Subcontractor shall resolve any concerns of the Contractor and Owner regarding the Subcontractor's design to the Contractor's and Owner's satisfaction and shall accept full responsibility for such resolution. The Subcontractor's design shall include the following:

BID REQUIREMENTS

PERFORMANCE BASED DESIGN SERVICES

(Attachment "H")

- 3.1 Performance characteristics of the System to be designed and installed ("Performance Requirements"), which shall comply with the Contract Documents and shall be coordinated with the other members of the design and construction team as necessary.
- 3.2 Shop Drawings, piece drawings, erection drawings, connection details, calculations and/or any other approvable design documents required for construction (i.e., Construction Documents) consisting of working drawings and specifications setting forth in detail the specific details for construction of the System, shall meet the Performance Requirements and shall comply with all codes, laws, and regulations or other governmental requirements, which are applicable to the work. Such drawings and specifications shall be of sufficient quality and magnitude to allow the Contractor, Owner, and other design professionals involved in the Project, to review compliance of the drawings and specifications to the Performance Requirements and to enable the other design consultants to coordinate their respective design work with that of the Subcontractor.
- 3.3 Routine inspection of the installation of the System by the Subcontractor's licensed designers to ensure that such Work is proceeding and has been performed in accordance with the Subcontractor's drawings and specifications.
- 3.4 Upon completion of the Work, the Subcontractor shall deliver to the Contractor, an acceptable electronic set of Record Drawings showing all changes during the course of construction and an affidavit from the design professional/sub-consultant representing that the Work was installed in compliance with the design requirements.
4. In addition to all other warranties contained in the Subcontract, Subcontractor warrants that the design and installation of the System shall comply with the requirements of the Contract Documents, will be free from defect or fault, and will be fit for its intended purpose.
5. The Subcontractor is required to take all steps necessary to coordinate its design and installation activities with that of the Architect/Engineer and other subcontractors, including, but not limited to: exchanging information about their respective designs and the physical relationships and dependencies of the design/build systems; integrating their respective Work with that of all the other subcontractors; integrating, at no additional cost to the Owner or Contractor, Subcontractor's Work without architectural or structural modification, unless otherwise approved by Contractor and paid for by the Subcontractor; and insure that all constructability issues as relates to the System and as interfaces with all the Work of others have been resolved.

BID REQUIREMENTS

PERFORMANCE BASED DESIGN SERVICES

(Attachment "H")

6. Subcontractor agrees to waive all claims against the Contractor which in any way relate or may relate to the Subcontractor's failure to provide for the coordination, constructability, relation and interdependency of the design/build systems and hereby releases the Contractor from any claim and waives any defense which exists, or may exist in the future, that relates to such coordination, constructability, relation or interdependencies of the design/build systems.
7. Interpretation of the requirements of the products of the Performance Requirements will be, in the first instance, the responsibility of the Subcontractor from its design professionals/sub-consultants, which interpretation shall be subject to review and approval by the Contractor and Owner.
8. In addition to the insurance coverage specified elsewhere in the Agreement, Subcontractor will maintain and require its sub-consultants providing design services, if any, to maintain Professional Liability Insurance, on a "claims made" policy form, including contractual liability coverage, covering all operations and services performed by the Subcontractor or on its behalf by others with limits of liability of not less than **\$1,000,000** per claim and annual aggregate. The policy shall be effective (retroactively, if necessary) from the date of commencement of all professional activities performed under this Agreement. The Subcontractor is responsible for any deductible amount under such policy and shall require that its insurer waive its rights of subrogation in favor of the Contractor and Owner.

The Subcontractor and its sub-consultants, if any, shall obtain, maintain, and pay for the insurance coverage required by this Attachment following completion of the Project and through the applicable statute of repose and provide certificates to the Contractor accordingly. The Certificates of Insurance shall include language establishing thirty (30) days written notice to Contractor, Owner, and Subcontractor of any lapse in coverage or expiration.

The Subcontractor shall notify Contractor of any impairment of the Aggregate Limit of this insurance coverage before the Project is complete and for three (3) years beyond the date of Substantial Completion and shall replenish its aggregate limits as necessary to maintain compliance with the limit required hereunder.

Subcontractor shall provide evidence of such coverage in the form of Certificates of Insurance, which shall be delivered to the Contractor within ten (10) days of the execution of the Agreement.

9. Subcontractor and its sub-consultants acknowledge that the Design Services are for the Owner's express primary benefit.



BID REQUIREMENTS

REQUEST FOR PAYMENT INSTRUCTIONS SAMPLE
(Attachment "B")

NON-TEXTURA

SUBCONTRACTOR:
ADDRESS:
CITY, STATE, ZIP:
CONTACT NAME:
PHONE NO:

DATE:

APPLICATION NO:

PROJECT NAME:

CONTRACT #:

PERIOD ENDING:

Application is made for payment, as shown below, in connection with the Contract.
Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM:
(Total in Column C1 on G703) \$ 0.00
2. NET CHANGE BY CHANGE ORDERS:
(Total Column C2 on G703) \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2):
(Total Column C3 on G703) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE:
(Total Column G on G703) \$ 0.00
5. RETAINAGE:
(Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE:
(Line 4 Less Line 5) \$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:
(Line 6 from prior Certificate) \$ 0.00
- 8. CURRENT PAYMENT DUE:**
(Line 6 Less Line 7) \$ **0.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE:
(Line 3 less Line 6) \$ 0.00

ACCOUNTING USE ONLY:

GROSS AMOUNT REQUESTED THIS PERIOD: \$ **0.00**

RETAINAGE HELD THIS PERIOD: \$ **0.00**

RELEASE

I hereby certify the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Agreement, and all authorized changes thereto, between the undersigned and G. E. JOHNSON CONSTRUCTION COMPANY, INC. (Contractor), relating to the above-referenced Project. I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the Contractor to (1) all my subcontractors and sub-subcontractors, and (2) for all materials and labor used in or in connection with the performance of the Agreement. I further certify I have complied with federal, state, and local tax laws, including Social Security laws and Unemployment Compensation laws and Workman's Compensation laws, insofar as applicable to the performance of the Agreement.

This release is given in order to induce payment in the "Net Amount of Application" noted above and, on receipt of said payment, the Subcontractor releases Contractor and Owner from any further liability in connection with all materials, labor and services furnished by Subcontractor through the pay period indicated, and the undersigned does hereby waive and release all liens and claims that it may have against the Owner, the Contractor, the Contractor's retainage, or any bond posted on this Project through the end of the pay period indicated.

By: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

Notary Public

Seal:

My Commission Expires: _____



APPLICATION NO: 0

PERIOD ENDING: 01/00/00

SAMPLE

INSTRUCTIONS

1) Request Tab: Complete the highlighted sections.

Subcontractor, etc.:

Date:

Application #:

Project Name:

Contract #:

Period Ending:

Less Previous Certificates for Payment:

Contact information

Date application is completed

Number for the current application

Project # and name reflected on the executed agreement

Contract # reflected on the executed agreement

Date of the period being billed

Enter the amount paid job-to-date

2) SOV Tab: Fill out the non-formula columns.

Item No:

Description of Work:

Scheduled Value:

Change Orders:

From Previous:

This Period:

Materials Presently Stored:

Retainage %:

Your discretion

Breakout the SOV to the Project Manager's specifications

Original contract value

GE Johnson change order values

Previous billed amounts

This periods amounts to be billed, less stored materials

This periods stored materials amounts to be billed

Percentage reflected in the executed agreement

3) Double check the math

Verify the amounts on the Request for Payment page make sense

4) Sign and notarize the Release

5) Submit to the Project Manager

MEMORANDUM

TO: All Subcontractors and Vendors
FROM: GE Johnson Accounting
DATE: March 1, 2018
SUBJECT: OFF-SITE STORED MATERIAL

Attached are copies of proper documentation for billing of off-site stored materials. Please note that a "Bill of Sale", photograph of the stored materials, and Insurance Certificate are required in order for us to process any payment request that includes materials stored off-site.

The "Bill of Sale" must have the following information:

1. Description and dollar amount of materials stored;
2. Name of General Contractor and Project Owner to whom materials are being sold;
3. Name of Project for which materials are being stored; and
4. "Bill of Sale" must be signed and dated.

The Insurance Certificate must be separate from the standard general liability certificate. It must state:

1. Amount in storage;
2. Location at which the materials are stored;
3. Project name for which materials are stored; and
4. Name of General Contractor and Project Owner as additional insured.

Please contact our Subcontract Administrator if further information is needed.

Attachments



G. E. JOHNSON CONSTRUCTION COMPANY, INC.
25 NORTH CASCADE AVENUE, SUITE 400
COLORADO SPRINGS, CO 80903

BILL OF SALE

_____, of _____, _____
Company Name County State

Upon receipt of _____,
Payment Amount

less applicable retainage from G. E. Johnson Construction Company, Inc., does hereby grant
and convey to G. E. Johnson Construction Company, Inc., and

_____,
Project Owner

their executors, administrators, successors, or assigns, the materials fabricated for:

_____.
Project Name

This material was fabricated through _____.
Date

By: _____

Title: _____

Date: _____

State of _____ }
County of _____ } ss
_____ }

Subscribed and sworn to before me this _____ day of _____, 20__.

Seal

Notary Public

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker/Insurance Company Name Address City, State Zip Code Telephone and Facsimile	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
INSURED Insured Company Name Address City, State Zip Code	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # List		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/> N / A	X				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional Liability (if applicable)		X				\$ 1,000,000
F	Pollution Liability (if applicable)	X	X				\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name/Number/Location. G. E. Johnson Construction Company, Inc., and Owner, their subsidiaries, directors, officers, employees and agents are included as Additional Insureds on the General, Automobile, Umbrella and Pollution Liability Policies. General Liability Policy shall be Primary and Non-Contributory and include both Ongoing and Completed Operations. A Waiver of Subrogation is provided in favor of G. E. Johnson Construction Company, Inc., and Owner on the General, Automobile, Umbrella, Pollution, Professional Liability and Workers Compensation Policies.

G. E. Johnson Construction Company, Inc., and Owner are listed as Loss Payee regarding materials fabricated and stored in the amount of \$ _____ (stored amount), for _____ (project name), stored at _____ (address of storage site).

CERTIFICATE HOLDER**CANCELLATION**

G. E. Johnson Construction Company, Inc.
25 North Cascade Avenue, Suite 400
Colorado Springs, CO 80903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative

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BID REQUIREMENTS

REQUEST FOR PAYMENT INSTRUCTIONS SAMPLE
(Attachment "B")

ORACLE TEXTURA PAYMENT MANAGEMENT

Dear Valued Subcontractor,

GE Johnson is automating the monthly payment application process by utilizing an online solution from Oracle. The Project will soon be implemented on Oracle's Textura- Payment Management (TPM) system. Request for payment must be submitted online using Oracle's Textura Payment Management system no later than the _____ (20th or 25th) day of each month if they are to be included in that month's billing to the Owner. Any applications received after this date will not be processed until the _____ (20th or 25th) of the following month.

We are confident that you'll experience the following benefits using the TPM application:

- Automatic generation of your invoice and lien release documents
- Email notification as the draw progresses
- Immediate feedback if your invoice is questioned
- Real-time visibility into compliance status
- Notification when you are paid
- Faster, direct electronic payments – no need to go collect your check!

A brochure included with your subcontract will provide more information on this innovative solution. Alternatively, you can visit the web site at www.texturacorp.com.

To get started, you will receive an email invitation to join (if you already have an account, you will receive an email to accept your subcontract). Simply follow the instructions in the email to set-up your account or accept your subcontract.

We'll provide convenient trainings:

- **Web-Based Training Sessions:** Online training sessions facilitated by members of our Customer Support team are available three times weekly. All you need to participate is a computer with Internet access, an email address and access to a phone.

To register for a training session, visit the following website:

<http://www.texturacorp.com/client-service/construction-software-training/>

- **Textura Customer Support:** 866-839-8872

Please note that there is a nominal fee to use this service. Other subcontractors using Oracle's Textura Payment Management system confirm it has decreased their time to receive payment, significantly eased their paperwork burden and reduced invoice processing time. We strongly believe that the benefits of Textura significantly outweigh its costs. If you have any questions, please feel free to contact us or call Textura at 866-839-8872.

Oracle's Textura Payment Management: Work Faster and More Efficiently

What Is Textura (TPM®)?

Oracle's TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated

What Does It Cost to Use TPM?

0.22% of contract value*

- Maximum – \$3,750
- Sub-tier subcontractors – \$100

Payment Methods

- ACH (default) or Credit Card

**Plus applicable taxes*

Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).

MEMORANDUM

TO: All Subcontractors and Vendors

FROM: GE Johnson Accounting

DATE: March 1, 2018

SUBJECT: OFF-SITE STORED MATERIAL

Attached are copies of proper documentation for billing of off-site stored materials. Please note that a "Bill of Sale", photograph of the stored materials, and Insurance Certificate are required in order for us to process any payment request that includes materials stored off-site.

The "Bill of Sale" must have the following information:

1. Description and dollar amount of materials stored;
2. Name of General Contractor and Project Owner to whom materials are being sold;
3. Name of Project for which materials are being stored; and
4. "Bill of Sale" must be signed and dated.

The Insurance Certificate must be separate from the standard general liability certificate. It must state:

1. Amount in storage;
2. Location at which the materials are stored;
3. Project name for which materials are stored; and
4. Name of General Contractor and Project Owner as additional insured.

Please contact our Subcontract Administrator if further information is needed.

Attachments



G. E. JOHNSON CONSTRUCTION COMPANY, INC.
25 NORTH CASCADE AVENUE, SUITE 400
COLORADO SPRINGS, CO 80903

BILL OF SALE

_____, of _____, _____
Company Name County State

Upon receipt of _____,
Payment Amount

less applicable retainage from G. E. Johnson Construction Company, Inc., does hereby grant
and convey to G. E. Johnson Construction Company, Inc., and

_____,
Project Owner

their executors, administrators, successors, or assigns, the materials fabricated for:

_____.
Project Name

This material was fabricated through _____.
Date

By: _____

Title: _____

Date: _____

State of _____ }
County of _____ } ss
}

Subscribed and sworn to before me this _____ day of _____, 20__.

Seal

Notary Public

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker/Insurance Company Name Address City, State Zip Code Telephone and Facsimile	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
INSURED Insured Company Name Address City, State Zip Code	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # List		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/> N / A	X				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
E	Professional Liability (if applicable)		X					\$ 1,000,000
F	Pollution Liability (if applicable)	X	X					\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name/Number/Location. G. E. Johnson Construction Company, Inc., and Owner, their subsidiaries, directors, officers, employees and agents are included as Additional Insureds on the General, Automobile, Umbrella and Pollution Liability Policies. General Liability Policy shall be Primary and Non-Contributory and include both Ongoing and Completed Operations. A Waiver of Subrogation is provided in favor of G. E. Johnson Construction Company, Inc., and Owner on the General, Automobile, Umbrella, Pollution, Professional Liability and Workers Compensation Policies.

G. E. Johnson Construction Company, Inc., and Owner are listed as Loss Payee regarding materials fabricated and stored in the amount of \$ _____ (stored amount), for _____ (project name), stored at _____ (address of storage site).

CERTIFICATE HOLDER**CANCELLATION**

G. E. Johnson Construction Company, Inc.
25 North Cascade Avenue, Suite 400
Colorado Springs, CO 80903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative

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BID REQUIREMENTS

PAYMENT BOND FORM SAMPLE

BOND NO.: _____
PREMIUM: \$ _____

SUBCONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal,
and _____, as the Surety,
are held and firmly bound unto **G. E. JOHNSON CONSTRUCTION COMPANY, INC., 25 NORTH CASCADE AVENUE, SUITE 400, COLORADO SPRINGS, COLORADO 80903**, as Oblige, in the penal sum of **AND 00/100 (\$.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Oblige dated _____, for all work under Specification Section(s) _____, applicable, being part of the Work covered by a contract dated on or about _____, between _____, hereinafter called the Owner, and the said Oblige for _____, which Contract and the Specifications and General Conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed under said agreement, and shall indemnify and save harmless the Oblige from all loss, liability, costs, damages, penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Oblige necessary to ensure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the contract to be performed under said agreement, then this obligation shall be of no effect, but otherwise shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Oblige and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Oblige, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Oblige with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right of action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20 _____.

(Principal) (SEAL)

Witness:

(Business Address)

Or Secretary's Attest

By _____
(Signature and Title)

(Surety) (SEAL)

Witness:

(Business Address)

Or Secretary's Attest

By _____
(Signature and Title)

(ATTACH POWER OF ATTORNEY)

This bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and have a Best's Financial Rating of at least Class X. The fully executed Bond form must be accompanied by a current Power of Attorney.



BID REQUIREMENTS

PERFORMANCE BOND FORM SAMPLE

BOND NO.: _____
PREMIUM: \$ _____

SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal,
and _____, as the Surety,
are held and firmly bound unto **G. E. JOHNSON CONSTRUCTION COMPANY, INC., 25 NORTH CASCADE AVENUE, SUITE 400, COLORADO SPRINGS, COLORADO 80903**, as Oblige, in the penal sum of **AND 00/100**
(\$ **.00**) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Oblige dated _____, for all work under Specification Section(s) _____, as applicable, being part of the Work covered by a contract dated on or about _____, between _____, hereinafter called the Owner, and the said Oblige for _____, which Contract and the Specifications and General Conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Oblige from all loss, liability, costs, damages, penalty, attorney's fees or expense which Oblige may incur by reason of failure to well and truly keep and perform each, every and all the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Oblige relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Oblige and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Oblige, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no one other than the named Oblige and the successors, administrators, or assigns of the Oblige shall have any right of action under the bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20____.

Witness:

Or Secretary's Attest

Witness:

Or Secretary's Attest

(Principal) (SEAL)

(Business Address)

By _____
(Signature and Title)

(Surety) (SEAL)

(Business Address)

By _____
(Signature and Title)

(ATTACH POWER OF ATTORNEY)

This bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and have a Best's Financial Rating of at least Class X. The fully executed Bond form must be accompanied by a current Power of Attorney.



BID REQUIREMENTS

GUARANTEE AND WARRANTY SAMPLE
(Attachment "G")

GUARANTEE AND WARRANTY

hereinafter called the "Guarantor", entered into the Subcontract Agreement/Purchase Order Agreement dated _____, hereinafter called the "Agreement", with **G. E. JOHNSON CONSTRUCTION COMPANY, INC.**, hereinafter called the "Contractor", to perform the construction of the hereinafter described as the "Work", for the use and benefit of _____, hereinafter called the "Owner".

In consideration of the payments made to the Guarantor under said Agreement and in further consideration of final payment, the Guarantor does hereby for itself and its successors, heirs and assigns, guarantee and warrant to the Owner, its successors, and assigns that the Guarantor has performed all the work required by the Agreement in accordance with the terms thereof including, but not limited to, correction of items on all punch lists prepared by the Contractor, Owner and Architect, and that all portions of the Work completed under the Agreement are and will remain free from defects in materials and workmanship from _____, for a period of _____.

The Guarantor does hereby further guarantee and warrant that the Guarantor will make good and replace, at his own cost and expense, all defects in the material and workmanship appearing during the above-stated period, and the Guarantor will be responsible for all damage caused by such defects or by the work required to remedy such defects. All corrections to material and workmanship shall be made at the convenience of the Owner and shall be performed in a workmanlike manner.

The Guarantor does hereby warrant and represent that it has obtained warranties and guarantees from its material and equipment suppliers and from its subcontractors to the fullest extent possible and as customary in the various trades and has delivered all assignable warranties and guarantees to the Owner.

It is understood that this Guarantee shall in no way be construed to limit in any manner any of the provisions of the Agreement or to modify or limit any of the obligations, liabilities and duties of the Guarantor thereunder.

It is further understood that this Guarantee shall remain binding and irrevocable during the above-stated period, and that the Contractor is an intended third party beneficiary of the undertakings made by the Guarantor herein.

GUARANTOR:

Company

Legal Address

City, State Zip Code

Contact Name

Contact Office Telephone

BY:

Signature

TITLE:

(Officer or Partner)

DATE:



BID REQUIREMENTS

FINAL RELEASE AND WAIVER OF LIEN SAMPLE

FINAL RELEASE AND WAIVER OF LIEN BY SUBCONTRACTOR

To: G. E. Johnson Construction Company, Inc.
25 North Cascade Avenue, Suite 400
Colorado Springs, CO 80903

From:

For valuable consideration that the undersigned has been or will be paid by G. E. Johnson Construction Company, Inc. ("GEJCC"), the sufficiency of which is hereby acknowledged, the undersigned hereby releases and waives any and all right to mechanics' lien, mechanics' liens, any private bond right, any public bond right, any claim for payment, any claim under the Federal laws or regulations or common laws and statutory laws of the state in which the work was performed (including, but not limited to, 40 U.S.C. 270a (Miller Act), C.R.S. § 36-26-101 et seq. (Contractor's Bonds and Lien on Funds), or C.R.S. § 38-22-101 et seq. (General Mechanics' Lien)), and any other claim which the undersigned may have at this time, or any future time, against the Owner(s), GEJCC, its surety, and/or the hereinafter described property by reason of any labor, materials, supplies, machinery, equipment, fixtures, taxes, insurance, or tools furnished or otherwise provided in connection with the Project described as follows:

Project:

Description of Property: All work performed on premise as defined by contract.

Owner:

Architect:

(If no legal description is shown following the description of Project, we acknowledge that the foregoing is an adequate description of the real property and improvement inasmuch as the foregoing is the description given in the contract documents which govern the performance of the work for which consideration has been received.)

In executing this release, we certify that all claims for labor, or materials, or both, furnished or performed on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangement for payment has been made. We also certify that we have complied with federal, state, and local tax and other laws, including, but not limited to, social security laws, unemployment compensation laws, workers' compensation laws insofar as applicable to the performance of the contract between GEJCC and the undersigned.

In further consideration of the payment made to or to be made to the undersigned by GEJCC, and to induce GEJCC to make said payment, we agree to defend the Owner(s) and GEJCC from any claim on the part of our material suppliers, laborers, employees, servants and agents or subcontractors arising from our work on this Project, and we further agree to reimburse the Owner(s) and GEJCC for any and all costs, including reasonable attorney fees, which may incur as a result of such claims.

STATE OF _____)
COUNTY OF _____) ss FIRM: _____
BY: _____ Officer
TITLE: _____
DATE: _____

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____.

(Notary Public Signature)

My Commission Expires: _____